

EXHIBIT D
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

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EXHIBIT D
AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY
TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION”.

PREAMBLE

The purpose of this AGREEMENT is to provide a working understanding between METRO and the Employees represented by the UNION who work in the RAIL Section. METRO and the UNION agree that the COLLECTIVE BARGAINING AGREEMENT does not apply to Employees in the RAIL Section except to the extent that provisions of that agreement, in whole or in part, have been expressly adopted herein. In order to best serve the public interest, the parties agree to provide efficient, reliable, and convenient service. In the spirit of cooperation, METRO and the UNION agree that this can best be accomplished by maintenance of adequate facilities, staffing and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to fair wages and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the parties recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause with respect to employee discipline. To that end, the parties have set forth in Article 4, Section 3, specific major infractions which will result in discharge or, under certain circumstances, suspension.

1 DEFINITIONS

2 The terms “negotiate” or “bargain”, as used in this AGREEMENT, shall mean the duty to
3 meet upon request and negotiate with an intention of arriving at an agreement. Unless specifically
4 stated, the use of these terms does not require that the issue be submitted to arbitration if no
5 agreement is reached.

6 The term “extreme emergency”, as used in this AGREEMENT, shall mean a circumstance
7 which is beyond the control of METRO, such as an act of nature.

8 The term “emergency”, as used in this AGREEMENT, shall mean a circumstance which is
9 beyond the control of METRO at the time action is required and which could not reasonably have
10 been foreseen on that occasion.

11 The term “eligible dependent”, as used in METRO’s medical and dental plans, shall mean an
12 Employee’s spouse/domestic partner and unmarried dependent children of the Employee, the
13 Employee’s spouse or the Employee’s domestic partner. Such children shall be eligible up to age 19
14 or, if full-time students, up to age 23. Special provisions extend coverage indefinitely for children
15 with mental or physical disability.

16 The term “marital status”, as used in this AGREEMENT, shall mean the legal status of being
17 married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW)
18 49.60.180.

19 The term “payroll year”, as used in this AGREEMENT, shall mean the period of time which
20 starts with the first pay period which ends in January, and ends with the last pay period which ends in
21 December.

22 The term “day”, as used in this AGREEMENT, shall mean calendar day, unless otherwise
23 noted.

24 The term “domestic partner” shall mean a person living with an Employee if he/she and the
25 Employee:

- 26 1. Share the same regular and permanent residence, and
- 27 2. Have a close personal relationship, and
- 28 3. Are jointly responsible for basic living expenses, and

1 4. Are not married to anyone, and

2 5. Are at least 18 years of age, and

3 6. Are not related by blood closer than would bar marriage in the State of
4 Washington, and

5 7. Are each other's sole domestic partner and are responsible for each other's
6 common welfare.

7 8. The term "legally protected class," as used in this AGREEMENT, shall mean a
8 group of individuals who are protected from discrimination under federal, state, or local laws.

9
10 **CONVENTIONS**

11 The parties agree that the term "Employee" (upper case E), whenever used, whether singular
12 or plural, means and applies to those employees of METRO included within the Bargaining Unit, and
13 that this AGREEMENT covers only those Employees.

14 References to an Article shall mean the respective Article of this AGREEMENT, unless
15 otherwise specified.

16 References to a Section shall mean the respective Section of the Article of this AGREEMENT
17 in which the reference is contained, unless otherwise specified.

18 References to a Paragraph shall mean the respective Paragraph of the Section and Article of
19 this AGREEMENT in which the reference is contained, unless otherwise specified.

20 The abbreviation "RDO" stands for regular day off.

21 The term "Bus," as used in "Bus position," "Bus Employee," and "Bus Operations" shall refer
22 to job classification, Employees, and other agreements involved in the provision of bus transit
23 services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the
24 provision of RAIL services.

25 "Start-up Period" shall refer to all time prior to the commencement of Revenue Service for
26 Link Light Rail and the South Lake Union Streetcar project.

27 The term "Revenue Service" shall mean regular paid passenger service on Link Light Rail
28 and the South Lake Union Streetcar.

1 The term RAIL, shall refer to the Rail Section of METRO as created to operate the Sound
2 Transit Link Light Rail line and the South Lake Union Streetcar project.

3 The term “Streetcar” shall refer to the South Lake Union Streetcar project.

4 The term “Link Light Rail” shall refer to the Sound Transit Link Light Rail project.

5 Documents:

6 a. The COLLECTIVE BARGAINING AGREEMENT is defined as the
7 “AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING
8 COUNTY.”

9 b. This document shall be referred to as the TERMS AND CONDITIONS OF
10 EMPLOYMENT FOR RAIL EMPLOYEES.

1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

2 ***SECTION 1 – SOLE BARGAINING AGENT***

3 A. METRO recognizes the UNION as the sole bargaining agent for those Employees
4 working in the Rail Section of the King County Department of Transportation, Division of Transit,
5 (henceforth referred to as RAIL) which are listed in Addendum A (to Exhibit D). Current or future
6 Employees assigned to perform work which historically or traditionally has been Bargaining Unit
7 work at RAIL or its successors, or which is agreed or legally determined to be Bargaining Unit work,
8 also shall be covered by the terms of this AGREEMENT.

9 B. METRO and the UNION agree that no Employee shall be discriminated against
10 because of UNION membership or non-membership.

11 C. METRO will notify the UNION of any change in any existing Bargaining Unit job
12 description prior to the implementation of the change.

13 ***SECTION 2 – UNION MEMBERSHIP***

14 A. Each Employee shall make application to become a member of the UNION within
15 30 days after his/her date of employment or pay an agency fee, except as otherwise restricted, or
16 provided for, by law. However, if the Employee qualifies for a bona fide religious objection to
17 UNION membership as described in RCW 41.56.122, the above requirement shall be satisfied by the
18 payment of an amount equal to initiation fees and regular UNION dues to a non-religious charitable
19 organization in accordance with the procedures set forth in the Washington Administrative Code.

20 B. Failure by any Employee to satisfy the requirements of Paragraph A or to maintain
21 payment of dues, fees, and/or assessments shall constitute cause for dismissal; however, METRO has
22 no duty to act until the UNION makes a written request for discharge and verifies that the Employee
23 received written notification of the delinquency, including the amount owing and method of
24 calculation, and notification that nonpayment within seven days will result in discharge by METRO.

25 C. Calculation of the 30-day period in Paragraph A shall not include periods of
26 temporary employment of less than 90 continuous days.

27 D. METRO agrees to deduct the regular initiation fee, regular dues, contributions to
28 the Committee on Political Education (COPE), and/or other fees uniformly required from the

1 paycheck of each Employee who voluntarily has authorized such deductions. The amounts deducted
2 shall be transmitted monthly to the UNION on behalf of the Employees involved. Authorization by
3 the Employee shall be on a form approved by the parties hereto and may be revoked by the Employee
4 upon request. The performance of this function is recognized as a service to the UNION by METRO.

5 E. The UNION agrees to indemnify and save METRO harmless from any and all
6 liabilities resulting from compliance with Paragraphs B and D.

7 ***SECTION 3 – LIST OF NEW OR TERMINATING EMPLOYEES***

8 Biweekly, METRO shall furnish the UNION with a list of new and/or terminating
9 Employees.

10 ***SECTION 4 – UNION INSIGNIA***

11 METRO Employees may wear, while on duty, the standard type of UNION insignia
12 prescribed by the ATU International. The wearing of such insignia by a UNION member shall not be
13 cause for discipline.

14 ***SECTION 5 – MANAGEMENT RIGHTS***

15 The management and direction of the workforce, including work assignments, the
16 determination of duties, the setting of performance standards, and the development of work rules to
17 ensure the quality and efficiency of its operations and safety of Employees and the public, shall be
18 vested exclusively in METRO, except as limited by the express language of this AGREEMENT and
19 by any practice mutually established by RAIL and the UNION.

20 ***SECTION 6 – UNION BULLETIN BOARDS***

21 METRO agrees to provide space at work locations, as determined by METRO and the
22 UNION, for UNION bulletin boards, which will not exceed 48 inches by 44 inches, unless otherwise
23 agreed by METRO and the UNION. All materials posted shall be signed by an Officer of the
24 UNION or shall be on UNION letterhead. Copies of any materials posted will be sent to the
25 appropriate manager and to Transit Human Resources. No material shall be posted on or in METRO
26 property by, or on behalf of, the UNION or its members, except as provided above. However, during
27 terms of general UNION election of officers, METRO and the UNION shall agree upon suitable
28 space and conditions for the posting of campaign literature. In addition, METRO will continue to

1 provide adequate space adjacent to each UNION bulletin board for a clipboard.

2 ***SECTION 7 – LABOR-MANAGEMENT RELATIONS COMMITTEE***

3 A. RAIL and the UNION agree to maintain a committee to be known as the “Labor-
4 Management Relations Committee”. This committee shall be scheduled to meet monthly for the
5 purpose of discussing, approving, and/or proposing resolutions to:

6 1. Issues or problems of RAIL policy which affect the Bargaining Unit and
7 which either party requests be placed on the agenda.

8 2. Issues or problems of contract administration, other than formal grievances
9 which are being processed, unless mutually agreed by both parties.

10 3. Reports from division level labor-management committees.

11 4. Other matters of mutual concern.

12 B. Written notes may be taken by committee participants during meetings, but such
13 notes will not be used by either party in a grievance, arbitration or other controversy between the
14 parties.

15 ***SECTION 8 – JOINT SAFETY COMMITTEE***

16 RAIL will participate in the METRO Joint Safety Committee.

17 ***SECTION 9 – JOINT SECURITY STEERING COMMITTEE***

18 RAIL will participate in the METRO Joint Security Steering Committee.

19 ***SECTION 10 – COMMITTEE SELECTIONS***

20 METRO will solicit input from the UNION when selecting Employees to serve on standing
21 committees and boards, or task forces, unless otherwise specified in this AGREEMENT.

22 ***SECTION 11 – PRINTING OF THE AGREEMENT***

23 Upon completion of contract negotiations and agreement on and ratification of a new
24 AGREEMENT, METRO and the UNION will equally share the costs of printing copies of the new
25 AGREEMENT. The UNION will arrange for the printing and will bill METRO for half the cost.

1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2 ***SECTION 1 – MERIT SYSTEM***

3 METRO and the UNION are committed to providing equal employment opportunity for all
4 new applicants for employment, as well as for present Employees. METRO shall recruit, select, and
5 promote employees and/or individuals from the community workforce on the basis of their relative
6 knowledge, skills and abilities, and in accordance with METRO's Affirmative Action Plan. Upon
7 request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of
8 interviews or role-plays for Bargaining Unit positions.

9 ***SECTION 2 – NONDISCRIMINATION***

10 Personnel policies concerning hiring and placement, conditions and privileges of
11 employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other
12 related programs are administered on the basis of merit and without regard to an Employee's race,
13 creed, color, religion, sex, sexual orientation, national origin, political affiliation, age, marital status,
14 disability, or liability for service in the Armed Forces of the United States. METRO and the UNION
15 pledge to comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity
16 Act of 1972, the State Law Against Discrimination, and any similar or related federal and state laws
17 and regulations which prohibit discrimination based on an Employee's race, creed, color, religion,
18 national origin, political affiliation, age, sex, sexual orientation, marital status, or disability, except as
19 specifically exempted by a bona fide occupational qualification. Any employee of METRO who
20 obstructs this policy with respect to Equal Employment Opportunity will be subject to disciplinary
21 action.

ARTICLE 3: GENERAL CONDITIONS

SECTION 1 – TECHNOLOGICAL CHANGE

A. If RAIL considers a technological change that has an impact on the wages, hours or working conditions of any Employee, METRO agrees to notify the UNION within 60 days in advance of implementation of such technological change and further agrees to negotiate with the UNION any impact or effect upon any Employee.

B. If a technological change results in the creation of a new job classification which is appropriately included in the Bargaining Unit, METRO agrees to negotiate the wages, hours and working conditions with the UNION.

C. If a technological change results in the displacement of an Employee, the transfer and/or retraining of the displaced Employee will be negotiated with the UNION.

SECTION 2 – LOST AND FOUND ITEMS

Each lost article found by an Employee shall be turned in to the base at a secured, locked drop box provided by METRO or to the Lost and Found Office. METRO shall make available an informational memorandum that instructs Employees on the procedures that they may follow under RCW 63.21 and other applicable laws to claim property that they find.

SECTION 3 – PAYROLL DEDUCTIONS

No payroll deduction shall be made, except those required by law or authorized by the Employee. An Employee may directly deposit his/her entire paycheck to any financial institution affiliated with the Northwest Clearing House Association.

SECTION 4 – RESTROOMS AND FIRST AID FACILITIES

A. RAIL will arrange for adequate restrooms to be used by Employees on all Link Light Rail and shall take all reasonable steps to ensure their sanitary condition. RAIL shall arrange for and designate restroom facilities as near as possible to each LINK terminal, and at least one terminal of the Streetcar line.

B. RAIL will provide sanitary and adequate toilet facilities, and a first aid area and required equipment at all permanent work sites.

SECTION 5 – CONTRIBUTIONS AND SOLICITATIONS

1 A. No Employee shall be compelled by management to contribute to any charitable,
2 civic or other public fund or collection. Such contributions shall be on a voluntary basis.

3 B. Solicitations for funds or the distribution of commercial materials shall not be
4 conducted on RAIL property without its written consent. Solicitations and distributions pursuant to
5 RCW 41.56 (the Washington State Public Employees' Collective Bargaining Act) shall not be
6 restricted beyond that which is allowed by law.

7 C. RAIL will not solicit complaints or comments from Employees concerning their
8 wages, hours or material working conditions without the approval of the UNION.

9 ***SECTION 6 – DEFECTIVE EQUIPMENT***

10 METRO will pay all fines for speeding and/or defective equipment issued against an
11 Employee driving a RAIL vehicle with defective or missing equipment.

12 If an Employee receives a fine for speeding and/or defective equipment as described above,
13 METRO shall pay up to \$1,000 for the Employee's reasonable attorney fees for litigating the fine.
14 No Employee is eligible for more than \$1,000 of reimbursement during the life of this
15 AGREEMENT. This shall not apply where an Employee was aware of or should have been aware of
16 and failed to report the defective equipment and/or missing equipment for which the fine was issued.

17 ***SECTION 7 – LIE DETECTOR TESTS/SURVEILLANCE OF EMPLOYEES***

18 No Employee shall be required to take a lie detector test or be subject to unlawful
19 surveillance. Random or indiscriminate surveillance will not be made by means of recording
20 equipment and/or telephones without advance consent from the President/Business Representative of
21 the UNION, unless such surveillance is for the security of the public and/or Employees or for the
22 security of METRO funds in fixed locations other than revenue vehicles. No Employee will be
23 disciplined for work conduct observed on a security surveillance system, except for conduct
24 constituting a major infraction as listed in Article 4, Section 3.

25 ***SECTION 8 – SERVICE LETTER***

26 Upon request or termination of service with METRO, an Employee, promptly will be given a
27 letter showing his/her term of service and the position(s) in which he/she was employed.

28 ***SECTION 9 – METHOD OF NOTIFICATION***

1 When a supervisor wants to discuss an existing or potential disciplinary matter with an
2 Employee, he/she shall notify the Employee in writing, of the purpose and time limitation for having
3 the meeting. RAIL will take the Employee's work schedule into account when making the request.
4 Any Employee required to meet with his/her supervisor shall be paid for all time spent with the
5 supervisor.

6 ***SECTION 10 – SUBCONTRACTING***

7 A. RAIL's choice to use METRO employees to perform RAIL work does not
8 constrain RAIL from selecting outside contractors in other instances.

9 B. Nothing in the AGREEMENT affects the rights and remedies that are available to
10 the UNION under the Sound Transit 13(C) Agreement. The provisions of the Sound Transit 13(C)
11 Agreement are not enforceable under the terms of the grievance and arbitration provisions of this
12 AGREEMENT.

13 ***SECTION 11 – VENDING MACHINE PROCEEDS***

14 A. To the extent permitted by Sound Transit, METRO agrees to lease space for
15 vending machines in RAIL facilities to an organization which will in turn contract with the UNION
16 for payment of the historical and traditional 25% of the net proceeds it receives from these vending
17 machines directly to the UNION. The UNION will then forward those monies to the Local 587
18 Support Group or Retirees Chapter for social, recreational and charitable purposes.

19 B. METRO will not terminate its contract with the vending organization and/or its
20 successors as long as that organization agrees to provide the aforesaid 25% of the net proceeds.

21 ***SECTION 12 – PROBATIONARY PERIOD***

22 Except as modified below and except as modified by Article 18 (Temporary Employees),
23 Section 2, each RAIL Employee shall have a six-month probationary period commencing with
24 his/her date of employment or, if the position requires formal qualification, the date of qualification.
25 Upon satisfactory completion of probation, the Employee will enjoy all rights of regular Employee
26 status.

27 **A. Probation for Rail Operators**

28 1. A 120-day probationary rule will apply to all Rail Operator positions. This

1 probationary period will commence upon the successful completion of Rail Operator training and
2 placement into a Rail Operator position.

3 2. An Employee who came from a Bus Transit Operator position who fails to
4 qualify as a Rail Operator will be returned to his/her Bus Transit Operator position with no loss of
5 seniority.

6 **B. Probation for Rail Supervisors**

7 1. A six-month probationary rule will apply to all Rail Supervisors who came
8 from Bus First-Line Supervisor positions. This probationary period will commence upon the
9 successful completion of Rail Operator training, if applicable, and placement into a Rail Supervisor
10 position.

11 2. A twelve-month probationary rule will apply to all Rail Supervisors who
12 have not come from a Bus Supervisor position.

13 3. An Employee who came from a Bus First-Line Supervisor position and fails
14 to qualify as a Rail Supervisor will be returned to his/her Bus First-Line Supervisor position with no
15 loss of seniority. An Employee who came from a Rail Operator position and fails to qualify as a Rail
16 Supervisor will be returned to his/her Rail Operator position with no loss of seniority.

17 **C. Probation for Electromechanics**

18 1. A 120-day probationary period will apply to all Electromechanic positions.
19 This probationary period will commence upon the successful completion of Electromechanic training
20 and placement into an Electromechanic position.

21 2. An Employee who came from a Bus-Side position who fails to qualify as an
22 Electromechanic will be returned to his/her Bus-Side position with no loss of seniority.

23 **D. Probation for Streetcar Operators**

24 1. A 120-day probationary rule will apply to all Streetcar Operator positions.
25 This probationary period will commence upon the successful completion of Streetcar Operator
26 training and placement into a Streetcar Operator position.

27 2. An Employee who came from a Bus Transit Operator position who fails to
28 qualify as a Streetcar Operator will be returned to his/her Transit Operator position with no loss of

seniority.

E. Probation for Streetcar O&M Supervisors

1. A 120-day probationary rule will apply to all Streetcar positions. This probationary period will commence upon the successful completion of Streetcar training.

2. An Employee who came from a Bus position who fails to qualify in Streetcar will be returned to his/her Bus position with no loss of seniority.

F. Probation for Streetcar Maintainers

A. A 120-day probationary rule will apply to all Streetcar positions. This probationary period will commence upon the successful completion of Streetcar training.

B. An Employee who came from a Bus position who fails to qualify in Streetcar will be returned to his/her Bus position with no loss of seniority.

SECTION 13 – DETAILS AND TEMPORARY ASSIGNMENTS

Where a vacancy occurs in any position in the Bargaining Unit which is to be filled by detail or temporary appointment, Employees of RAIL who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Such vacancy shall be posted and filled in accordance with METRO's Merit System. Among Employees seeking any such position, seniority shall be considered in filling the position.

SECTION 14 – VACATION AND ACCUMULATED COMPENSATORY (AC) DONATION

A. Each calendar year, an Employee may donate up to 50% of his/her available vacation leave and up to 100% of his/her AC time, in eight-hour increments, to individuals employed by King County. Donated vacation and AC time become the property of the recipient. Donated vacation may not be cashed out by the recipient upon retirement. Vacation and AC time may be donated only to an individual employed by King County who has exhausted, or will have exhausted within five calendar days following receipt of the donation request in the Payroll Section, his/her sick leave, vacation and AC time.

B. A UNION Employee who donates leave to another UNION Employee does so on an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave,

1 regardless of the pay rates of the donor or the recipient.

2 C. If a UNION Employee donates leave to a King County employee who is not
3 represented by the UNION, the receipt of the leave will be governed by the rules that normally apply
4 to the recipient of the leave. If a King County employee who is not represented by the UNION
5 donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is
6 administered by the terms of this Section.

1 **ARTICLE 4: DISCIPLINE**

2 ***SECTION 1 – GENERAL***

3 A. METRO shall have exclusive authority to suspend any Employee without pay for a
4 period not to exceed 30 days for a single offense in accordance with this AGREEMENT; provided,
5 however, that if such suspension is unjustifiable, the Employee shall be paid for the time lost; and
6 further provided that, no Employee shall be relieved of duty or suspended for minor infractions of
7 rules, where no damage or injury results, without first making an investigation.

8 B. An Employee called as a witness by METRO, during an investigation or hearing,
9 shall receive regular compensation as set forth in Article 10, Section 11.

10 C. The RAIL Manager is responsible for identifying the procedures governing RAIL
11 Operations. These processes will be defined in the issuance, control and modification of Directives,
12 Rules, Standard Operating Procedures (SOPs), Notices, Long-Term Special Instructions and Train
13 Orders.

14 *The Rulebook*, the official handbook of the Rail section will specify the rules and procedures,
15 provided such rules and procedures are not in conflict with provisions of this AGREEMENT or with
16 applicable laws. If it is necessary to revise or change *The Rulebook*, the revisions or changes will be
17 discussed with the UNION before implementation. *The Rulebook* will be available at Link Light Rail
18 bases.

19 ***SECTION 2 – TYPES OF DISCIPLINE***

20 A. Types of discipline shall include oral reminders, written reminders, disciplinary
21 probation, decision making leave, suspension, and discharge.

22 B. Oral or written reminders will be given to the Employee by his/her immediate
23 supervisor for infractions defined in this Article. For an oral reminder, the immediate supervisor will
24 file a memo (copy) in the Employee's service record covering the contents and cause for the reminder
25 within a reasonable time after the infraction. The Employee shall sign the memo to acknowledge
26 receipt of the oral reminder. For written reminders, an explanation will be given to the Employee in
27 writing, with a copy filed in the Employee's service record within a reasonable time after the
28 infraction. The Employee shall sign the written reminder to acknowledge receipt of same.

1 C. Explanation of the suspension of any Employee by METRO shall be given to the
2 Employee in writing. The UNION will be notified in writing of the suspension within a reasonable
3 time after the action has been taken. The Employee shall sign the notice of suspension to
4 acknowledge receipt of same.

5 D. Whenever METRO discharges an Employee, explanation of the discharge will be
6 given to the Employee in writing. The UNION will be notified in writing of the discharge within a
7 reasonable time after the action has been taken. The Employee shall sign the notice of discharge to
8 acknowledge receipt of same.

9 ***SECTION 3 – TYPES OF MAJOR AND SERIOUS INFRACTIONS***

10 A. Major infractions include:

- 11 • Gross misconduct
- 12 • Insubordination
- 13 • Gross negligence
- 14 • Theft of METRO funds or property or job related theft
- 15 • Misappropriation - the personal use of METRO funds or property
- 16 • The use of intoxicants or the odor of intoxicants
- 17 • The use or odor of narcotics or abuse of controlled substances
- 18 • Preventable accidents in accordance with the accident point system
- 19 • Late reports, absences, and unexcused absences, in accordance with
- 20 Section 6
- 21 • Falsification of sick reports
- 22 • Falsification of applications or any other official METRO documents
- 23 • Willful failure to turn in lost articles
- 24 • Willful destruction or damage to METRO property/possessions
- 25 • Serious or repeated harassment based on a legally protected class (see

26 DEFINITIONS)

- 27 • Committing a felony while on duty or conviction of a job-related felony
- 28 • Serious or repeated discrimination, as prohibited under Article 2

- [Additional Major and Serious Infractions regarding Light Rail Vehicle operation to be negotiated]

B. Major infractions will result in discharge unless METRO determines that there are circumstances which cause a suspension to be appropriate. Infractions, other than those listed above, shall be considered minor infractions.

C. Serious Infractions – METRO may also determine that an infraction is misconduct, negligence, or a serious performance problem, which warrants discipline under the just cause standard. A suspension under this section may be issued up to, but not to exceed, five days.

SECTION 4 – DISCIPLINARY ACTIONS FOR MINOR INFRACTIONS

A. The following are examples of specific categories of minor infractions:

[Rail-specific Minor Infractions to be negotiated at a later date]

B. Disciplinary actions issued within a twelve-month period within a category of minor infraction shall be administered in the following manner:

1. First minor infraction – Oral Reminder.
2. Second minor infraction – Written Reminder.
3. Third minor infraction – Appropriate discipline for the severity of the infraction, which could include retraining or suspension.
4. Fourth minor infraction – Decision making leave.
5. Fifth minor infraction – Discharge.

SECTION 5 – REMOVING INFRACTIONS

A minor infraction which is one year old shall be crossed off the Employee's record. Future disciplinary action will be based on the number of infractions that remain. For example, if an Employee commits a minor infraction on January 3rd of a year, that infraction shall be crossed off on January 3rd of the next year. When an Employee takes a leave of absence that is at least 30 calendar days, the total time on leave will be added to the one year period that must elapse before a minor infraction is crossed off that Employee's record. A permanent record of all minor infractions will be maintained.

SECTION 6 – MISSES

[RAIL-specific language for Misses will be negotiated at a later date]

SECTION 7 – MISSES – RAIL OPERATORS

[RAIL-specific language for Misses will be negotiated at a later date]

***SECTION 8 – MISSES – EMPLOYEES OTHER THAN RAIL OPERATORS, RAIL
VEHICLE MAINTENANCE AND FACILITIES MAINTENANCE EMPLOYEES***

[RAIL-specific language for Misses will be negotiated at a later date]

SECTION 9 – PROBATIONARY EMPLOYEES

Except as modified elsewhere in this AGREEMENT, the discipline of probationary Employees is the sole responsibility of METRO. Those Employees who are not satisfactory, in the judgment of METRO, will be discharged. Discharges during the probationary period are not subject to the grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon request, have the right to a termination review. The termination review must be requested within 15 days of the notification of discharge. METRO will schedule the termination review and respond to the UNION, in writing, within a reasonable time.

SECTION 10 – CLAIMS OF UNJUST SUSPENSION OR DISCHARGE

If an Employee claims to have been unjustly suspended or discharged during the term of this AGREEMENT, the Employee will follow the grievance procedures outlined in this AGREEMENT.

SECTION 11 – WRONGFULLY SUSPENDED OR DISCHARGED

A. If, after review of a suspension or discharge, it is mutually agreed that an Employee who was suspended or discharged was completely blameless of charges regarding the offense, he/she shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though he/she had not been suspended or discharged. No entry shall be made on the Employee's record of such suspension or discharge.

B. If, however, after such a review, it is found that the Employee in question was not completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages he/she would have earned should be restored to him/her.

SECTION 12 – REOPENER ON DISCIPLINE

METRO and the UNION have negotiated Article 4 (Discipline) of this AGREEMENT prior

1 to the drafting of *The Rulebook*. Because RAIL is in the early stages of establishing its policies, the
2 parties were unable to finalize specific categories of discipline under Article 4 (Discipline) of this
3 AGREEMENT. METRO and RAIL will reopen negotiations for Article 4, Sections 3, Paragraph A;
4 4, Paragraph A; 6; 7 and 8, prior to the commencement of Revenue Service in order to negotiate the
5 appropriate categories of discipline in RAIL.

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION**

2 ***SECTION 1 – GRIEVANCE PROCEDURE***

3 A. Employee grievances concerning the interpretation and application of this
4 AGREEMENT shall be processed in accordance with the grievance procedure in this Article, except
5 as outlined in Paragraph D. A “grievance”, as used in this AGREEMENT, shall mean a claim by an
6 Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning
7 the proper application or interpretation of this AGREEMENT.

8 B. If a time limit, as defined in this Section, falls on a Saturday, Sunday or holiday as
9 specified in Article 8, Section 4, the time limit will be extended until 5:00 p.m. on the following
10 business day. Time limits defined in this Section may be extended by a written agreement between
11 the parties. However, should either party breach the time limitation, that party shall forfeit all rights
12 and claims to the grievance; and the grievance shall be considered resolved in the other party’s favor;
13 it being understood that such forfeiture does not decide the merits or establish a precedent.

14 C. If a grievance arises, it shall be put in writing, specifying the act or event being
15 grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been
16 violated, and the remedy sought. It will be handled in the following manner, except that grievances
17 pertaining to the discharge of an Employee shall be processed in accordance with Paragraph D.

18 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
19 Employee shall present the written grievance to his/her supervisor/designee. Thereafter, the
20 supervisor/designee shall meet with the Employee and, unless UNION representation is waived in
21 writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the
22 grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of
23 the parties. METRO shall, within 10 days after the meeting, notify the UNION of its decision by fax
24 and/or written copy. If the UNION Business Representative/designee determines that the grievance
25 has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in
26 writing.

27 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter,
28 the manager/designee shall meet with the Employee and the UNION Business

1 Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2
2 referral, unless a later date is mutually agreed to by the parties. If a grievance involves discipline, the
3 person who issued the discipline will not conduct the meeting. METRO shall, within 10 days
4 following the meeting, notify the UNION in writing of its decision. The UNION Business
5 Representative/designee may, within 15 days from the notification, refer the grievance to Step 3.
6 Such referral must be in writing.

7 **Step 3:** The grievance shall be presented to Transit Human Resources.
8 Thereafter, the Employee and UNION Business Representative/designee will meet with a committee
9 consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO
10 personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after
11 receipt of the Step 3 referral, unless a later date is mutually agreed to by the parties. METRO shall,
12 within 10 days from the meeting, notify the UNION in writing of its decision. If no agreement can
13 be reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by
14 notifying Transit Human Resources in writing. Such referral must be sent by registered mail,
15 certified mail or fax, within 60 days after the UNION receives the Step 3 decision.

16 **D.** If a grievance arises that involves an Employee's discharge, it shall be handled in
17 the following manner:

18 **Step 1:** Within 15 days of the act or knowledge of the act being grieved, the
19 Employee shall present the written grievance to his/her supervisor/designee. Prior to a Step 1
20 hearing, the discharged Employee may choose to appeal his/her discharge to the King County
21 Personnel Board. Such appeal will withdraw and void any grievance filed through the UNION
22 procedure. If the Employee chooses to be represented by the UNION, he/she waives any right to
23 appeal to the King County Personnel Board. The supervisor/designee shall meet with the Employee
24 and, unless UNION representation is waived in writing by the Employee, the UNION Business
25 Representative/designee within 15 days after receipt of the grievance to discuss the grievance. The
26 meeting may be held at a later date by mutual agreement of the parties. METRO shall, within 10
27 days after the meeting, notify the UNION of its decision by fax and/or written copy. If the UNION
28 Business Representative/designee determines that the grievance has merit, it may be referred to Step

2 within 15 days of such notification. Such referral must be in writing.

Step 2: The grievance shall be presented to Transit Human Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee consisting of a Transit Human Resources designee, manager/designee and other appropriate METRO personnel for the purpose of resolving the grievance. The meeting shall be held within 30 days after receipt of the Step 2 referral, unless a later date is mutually agreed to by the parties. A written decision shall be sent to the UNION within 10 days after the meeting. If no agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by notifying Transit Human Resources in writing. Such referral must be sent by registered mail, certified mail or fax within 60 days after the UNION receives the Step 2 decision.

E. Time spent by Employees adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if a Step 1 grievance hearing is held during the Employee's normal working hours, the Employee will not suffer a loss in compensation. Grievances shall be heard during management's normal working hours unless stipulated otherwise by both parties.

SECTION 2 – ARBITRATION PROCEDURE

A. If any grievance, including discharge, cannot be amicably resolved in accordance with the provisions of the grievance procedure defined in Section 1, it may be submitted to the Arbitration Board. The Arbitration Board shall consist of one member appointed by the UNION Business Representative, one member appointed by METRO's Transit Human Resources, and an impartial arbitrator selected using the following procedure:

1. METRO and the UNION shall mutually agree upon a list of eight impartial arbitrators as soon as possible after the execution of this AGREEMENT.

2. The names on such list of arbitrators shall rotate and the next three arbitrators starting from the top of the list shall be polled by the UNION to determine their next two available dates to hear a grievance, unless METRO and the UNION agree to select another arbitrator on the list. The arbitrator with the earliest dates acceptable to the parties shall be selected for the arbitration. The UNION will contact the arbitrator to confirm his/her availability and will schedule

1 the arbitration. The selected arbitrator will then be placed at the bottom of the list.

2 **3.** The selected impartial arbitrator may hear more than one case, if mutually
3 agreed by both parties, provided said arbitrator hears and decides each case independently before
4 proceeding to the next case.

5 **4.** If METRO and the UNION determine that an arbitrator is unacceptable and
6 should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be
7 scheduled for more arbitrations.

8 **5.** When the rotating list of arbitrators is reduced below eight names, the
9 parties must mutually select, within 10 calendar days after receipt of the Federal Mediation and
10 Conciliation Service's arbitrators list, the new arbitrator(s) to bring the total list to eight before
11 additional arbitrations are scheduled. The names of the newly appointed arbitrator(s) shall be placed
12 at the bottom of the list.

13 **B.** The submission of a grievance to the Arbitration Board shall be based on the
14 original written grievance.

15 **C.** No more than one grievance shall be submitted before the same arbitrator at one
16 hearing, unless agreed upon in writing by both parties prior to the scheduling of the arbitration.

17 **D.** The Arbitration Board shall settle or decide a grievance submitted for arbitration
18 within 30 days after the date of the submission of post-hearing briefs, or after the date of the
19 arbitration hearing if no briefs are submitted.

20 **E.** The power and authority of the Arbitration Board shall be to hear and decide each
21 grievance and shall be limited strictly to determining the meaning and interpretation of the terms of
22 this AGREEMENT.

23 **1.** The Arbitration Board shall not have the authority to add to, subtract from,
24 or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the
25 UNION. The Arbitration Board's decision, including upholding, modifying or setting aside any
26 disciplinary action or the award of lost wages and benefits, shall be in accordance with federal and
27 state laws, and shall be final and binding on all parties.

28 **2.** The decision of the Arbitration Board shall be based solely on the evidence

1 and arguments presented by the parties in the presence of each other.

2 **F.** The parties agree that the power and jurisdiction of any arbitrator who is chosen
3 shall be limited to deciding whether there has been a violation of a provision of this AGREEMENT.

4 **G.** If the arbitrator upholds the grievance, METRO shall pay the cost of the arbitrator.
5 If the grievance is denied, the UNION shall pay the cost of the arbitrator. Each party shall be
6 responsible for the cost of its own attorney fees. If both parties agree to cancel an arbitration, prior to
7 the decision of the arbitrator, the cancellation fee shall be split by both parties.

8 **H.** METRO and the UNION agree to attend a pre-arbitration conference not later than
9 14 days before each scheduled arbitration. The purpose of such conference shall be to discuss and
10 narrow issues, to explore settlement, and to treat other matters relevant to the arbitration proceeding.

11 **I.** The arbitration hearing shall be conducted under the rules and regulations set forth
12 by the American Arbitration Association.

13 ***SECTION 3 – MEDICAL ARBITRATION***

14 A grievance from an Employee who is removed from service or refused permission to return
15 to work from sick leave or a leave of absence due to a physical or mental disability, will be handled
16 pursuant to the procedures in Section 1, Paragraph D with the following special provisions:

17 **Step 2:** The Medical Arbitration Board (MAB) will determine whether the Employee
18 can perform his/her duties, as delineated in the job description/job analysis and other relevant
19 evidence, with or without reasonable accommodation. The arbitrator shall hear all relevant evidence,
20 which may include the testimony of medical professionals. The decision of the MAB shall be final
21 and binding on the parties. Should the MAB rule in favor of the Employee, the Employee shall be
22 returned to work without loss of seniority. The MAB shall determine the date upon which the
23 Employee, in the MAB's opinion, was able to perform the duties of his/her position. The Employee
24 shall receive all back pay and benefits from that date. Should the MAB rule in favor of METRO, the
25 Employee (excluding entry-level probationary Employees) will be given priority consideration for
26 obtaining another King County job for which the Employee meets minimum requirements and in
27 which he/she can be placed in accordance with King County's Reassignment Program. The power
28 and the authority of the MAB shall be limited strictly to determining whether the Employee can

perform his/her duties, with or without reasonable accommodation. The MAB shall not have the authority to add to, subtract from, or modify METRO's job descriptions/job analysis or to determine whether an accommodation is reasonable or should be granted. Employees and METRO must reasonably cooperate in any interactive process.

SECTION 4 – EXPEDITED ARBITRATION

A. As an alternative to the arbitration procedure outlined in Section 2, the parties may agree to an expedited arbitration procedure. When a grievance is advanced to arbitration, either party may request an expedited arbitration process. At the time of the request, the party requesting an expedited arbitration shall outline the process desired. The requested expedited arbitration process may include, but is not limited to, some or all of the following characteristics as agreed by both parties:

1. The parties will not be represented at the hearing by attorneys;
2. The hearing will be informal and conducted under the rules and regulations set forth by the American Arbitration Association;
3. No briefs will be filed;
4. The hearing will be completed in one day with neither side being allowed more than a half a day for their presentation;
5. The arbitrator will issue a decision within two business days of the hearing with a written opinion within 30 days;
6. The arbitrator shall be mutually selected by the parties.

B. If the parties agree on an expedited arbitration process:

1. The power and authority of the arbitrator shall be to hear and decide each grievance and shall be limited strictly to determining the meaning and interpretation of the terms of the AGREEMENT;
2. The arbitrator shall not have the authority to add to, subtract from, or modify this AGREEMENT, nor to limit or impair any common law right of METRO or the UNION. The arbitrator's decision, including upholding, modifying, or setting aside any disciplinary action and/or the award of lost wages and benefits, shall be in accordance with federal and state laws, and

1 shall be final and binding on all parties.

2 3. The decision of the arbitrator shall be based solely on the evidence and
3 arguments presented by the parties at the hearing.

4 4. The expense of the impartial arbitrator shall be borne equally by both
5 parties.

6 5. The parties agree that the power and jurisdiction of the arbitrator shall be
7 limited to deciding whether there has been a violation of a provision of this AGREEMENT.

8 6. Each party shall be responsible for the cost of its own attorney fees.

9 C. If the parties are unable to agree within 14 calendar days of notification on an
10 expedited arbitration procedure, the arbitration procedure in Section 2 shall be followed.

1 **ARTICLE 6: SENIORITY**

2 ***SECTION 1 – CALCULATING SENIORITY***

3 Seniority will be calculated in the following manner:

4 A. In the case of two or more Employees newly hired within the same job
5 classification on the same date, seniority will be calculated by the order of their respective
6 application dates with RAIL during the current recruitment period, including hours and minutes.

7 B. If two or more Employees are promoted/transferred at the same time to the same
8 job classification, the date of current continuous RAIL hire date, if applicable, will determine
9 seniority. This also applies to Employees who start work in the new position on different days due to
10 different RDO combinations.

11 C. Unless otherwise provided in this AGREEMENT, selection of vacation, RDOs,
12 and assignments will be determined by seniority earned in a specific job classification. METRO date
13 of hire/qualification will be used to determine the amount of vacation and benefits earned.

14 ***SECTION 2 – PROMOTION, TRANSFER, DEMOTION, AND LAYOFF***

15 A. Unless otherwise specified in this AGREEMENT, an Employee who is promoted
16 or transferred to a position in METRO outside of the Bargaining Unit shall retain his/her Bargaining
17 Unit seniority for one year from the date of promotion or transfer; however, such employee shall
18 retain his/her Bargaining Unit seniority for purpose of layoff.

19 B. Any King County employee not represented by the UNION who previously has
20 attained permanent status in a Bargaining Unit job classification, and who voluntarily demotes or is
21 involuntarily demoted back to such classification after one year will not be eligible for reinstatement
22 of seniority in such classification. In no case shall such a demotion displace any Bargaining Unit
23 Employee.

24 C. Any Employee who voluntarily demotes or is involuntarily demoted, other than
25 demotion caused by layoff, will forfeit all rights to the classification from which the Employee was
26 demoted. Due to poor health or for other compelling reasons, an Employee may request a voluntary
27 demotion to a classification within RAIL or his/her former Bus-Side division in which the Employee
28 has attained permanent status. If an Employee is involuntarily demoted or is granted a voluntary

1 demotion, he/she will be reinstated to the position in seniority which he/she had formerly achieved in
2 the classification to which he/she has been demoted.

3 ***SECTION 3 – DETAILS/SPECIAL PROJECTS***

4 **A.** METRO and the UNION recognize the value provided to Employees by having
5 detail opportunities available. METRO and the UNION also agree that detail opportunities should
6 balance the desire of many Employees to prepare for promotional opportunities with the need to have
7 an Employee accumulate experience in a detail position in order to be effective in that position.

8 **B.** An Employee who is detailed to a capital improvement project shall return to
9 his/her regular position on a date mutually agreed by the UNION and METRO at the beginning of the
10 project. An Employee who is detailed to a position outside the Bargaining Unit for work other than
11 an agreed project will not exceed one year in the detail position.

12 **C.** Any Employee who is in a detail position for at least 90 days shall be required to
13 spend at least 90 days in his/her regular position before being detailed to another position.

14 **D.** An Employee who exceeds the time limits (project end date or one year) may lose
15 his/her Bargaining Unit seniority for the purpose of pick, but shall retain seniority for the purpose of
16 layoff.

17 ***SECTION 4 – SENIORITY LISTS***

18 **A.** Seniority for all Employees shall be recorded on lists certified by the UNION and
19 on file with METRO. Seniority shall be under the jurisdiction of the UNION. All questions or
20 grievances pertaining to seniority shall be settled by the UNION.

21 **B.** The UNION agrees to provide METRO with certified seniority lists by job
22 classification showing name(s) and seniority for picks, move-ups, promotions, and layoffs; provided
23 that METRO gives the UNION at least 14 calendar days advance notice and provides an up-to-date
24 list of all new hires, showing their application times and dates, and job classifications. The UNION
25 will provide, as a courtesy to METRO, an explanation of any changes appearing on these lists.

26 ***SECTION 5 – RAIL SENIORITY***

27 **A. Seniority for Rail Operators**

28 All Rail Operators who successfully complete the training program will have Rail Operator

seniority based upon their respective Full-Time Bus Transit Operator seniority. This seniority shall prevail for selection of work, vacations, holiday time off, layoffs and recall.

B. Seniority for Rail Supervisors

Rail Supervisors and Bus First-Line Supervisors will be in a single seniority list, hereafter referred to "Supervisor Seniority".

1. Rail Supervisors who come from Bus First-Line Supervisor positions will maintain their Supervisor seniority.

2. Rail Supervisors who do not come from Bus First-Line Supervisor positions will have their Supervisor Seniority based upon their date of hire as a Rail Supervisor.

C. Seniority for Electromechanics

Seniority in the Electromechanic classification shall be from date of hire in the Electromechanic classification. Ties among METRO Employees shall be resolved in favor of the Employee with the most METRO seniority.

D. Seniority for Other Rail Positions

Rail seniority will be based on date of hire into RAIL.

E. Seniority for Streetcar Operators

All Streetcar Operators who successfully complete the training program will have Streetcar Operator seniority based upon their respective Full-Time Bus Transit Operator seniority. This seniority shall prevail for selection of work, vacations, holiday time off, layoffs and recall.

F. Seniority for Streetcar O&M Supervisors

1. Employees who are hired in the initial round of hiring will be given a seniority number as Streetcar O&M Supervisors based on their current continuous METRO date of hire.

2. After the initial round of hiring, seniority rank in each job classification shall be based on date of hire in each classification. Ties among METRO Employees shall be resolved in favor of the Employee with the most METRO seniority based on their current continuous METRO date of hire.

G. Seniority for Streetcar Maintainers

1 Seniority in the Streetcar Maintainer classification shall be from the date of hire in the
2 Streetcar Maintainer classification.

3 **SECTION 6 – COMMITMENT TO RAIL**

4 **A. Commitment to Rail for Rail Operators**

5 1. Full-Time Bus Transit Operators who are hired into Rail Operator positions
6 commit to no less than one year in Rail.

7 2. One time per year, on a date established by management, Rail Operators
8 may declare that they wish to return to Bus Transit Operator positions. Each year for the first two
9 years of Revenue Service, the number of Rail Operators who shall be allowed to return to Bus Transit
10 Operator positions shall be limited to 10% of the Employees in the Rail Operator classification.
11 Additional Employees may be allowed to return to Bus Transit Operator positions at METRO's sole
12 discretion. Those Employees who are eligible to return to Bus Transit Operator positions will be
13 integrated into the next Bus shake-up.

14 • The highest seniority Rail Operators have first choice of return.
15 • Employees leaving Rail will return to their Bus-Side position with
16 bus seniority. Time spent in Rail Operator positions will count toward Bus Transit Operator seniority
17 for those Employees who return to Bus Transit Operator positions.

18 • After two years of Revenue Service, once per year at a time
19 designated by Rail, the most senior Bus Transit Operators who have satisfactorily completed Rail
20 training and have left Rail in good standing may fill up to 20% of the Rail Operator positions.
21 Returning Rail Operators will be required to successfully complete recertification training. Bus
22 Transit Operators may not otherwise exercise their seniority to bump Rail Operators from their
23 positions.

24 3. Any Employee who fails Rail training or Rail probation, or returns to Bus
25 in any manner other than through the annual system, shall not be permitted to return to Rail for two
26 years, except at management's discretion.

27 **B. Commitment to Rail for Rail Supervisors**

28 Once Revenue Service begins, one time per year on a date established by management, no

1 more than 20% of the Rail Supervisors may announce their intentions to return to Bus First-Line
2 Supervisor positions. Such Employees will be reintegrated into the Bus First-Line Supervisor
3 position. This option is available only to those Rail Supervisors who were previously Bus
4 supervisors.

5 **C. Commitment to Rail for Electromechanics**

6 Electromechanics can return to their former classification without a loss of seniority within
7 one year. After one year, an Employee shall forfeit seniority held in the Employee's previous
8 classification; however, by mutual agreement between METRO and the UNION, said Employee may
9 be returned to his/her former position without loss of seniority.

10 **D. Commitment to Streetcar – Streetcar Operators**

11 **1. Full-Time Bus Transit Operators** who are hired into Streetcar Operator
12 positions commit to no less than one year in Streetcar.

13 **2. Streetcar Operators** hired before January, 2010, agree not to apply for Rail
14 Operator positions in Link Light Rail. Effective January 1, 2010, all Streetcar Operators will be
15 eligible to apply for Rail Operator positions in the same manner as Bus Transit Operators and with all
16 of their Bus Transit Operator and Streetcar Operator seniority.

17 **3. One time per year**, on a date established by management, Streetcar
18 Operators may declare that they wish to return to Bus Transit Operator positions. Each year for the
19 first two years of Revenue Service, the number of Streetcar Operators who shall be allowed to return
20 to Bus Transit Operator positions shall be limited to 10% of the Employees in the Streetcar Operator
21 classification no less than one employee. Additional Employees may be allowed to return to Bus
22 Transit Operator positions at METRO's sole discretion. Those Employees who are eligible to return
23 to Bus Transit Operator positions will be integrated into the next Bus shake up.

24

- The highest seniority Streetcar Operators have first choice of return.

25

- Employees leaving Streetcar will return to their Bus-Side position

26 with bus seniority. Time spent in Streetcar Operator positions will count toward Bus Transit
27 Operator seniority for those Employees who return to Bus Transit Operator positions.

28

- After two years of Revenue Service, once per year at a time

designated by management, the most senior Bus Transit Operators who have satisfactorily completed Streetcar training and have left Streetcar in good standing may fill up to 20% of the Streetcar Operator positions. Returning Streetcar Operators will be required to successfully complete recertification training. Bus Transit Operators may not otherwise exercise their seniority to bump Streetcar Operators from their positions.

4. Any Employee who fails Streetcar training or Streetcar probation, or returns to Bus in any manner other than through the annual system, shall not be permitted to return to Streetcar for two years, except at management's discretion.

E. Commitment to Streetcar – O&M Supervisors

1. Bus-Side Employees who are hired into Streetcar positions commit to no less than one year in Streetcar.

2. Streetcar Employees hired before January, 2010, agree not to apply for Rail positions in Link Light Rail. Effective January 1, 2010, all Streetcar Employees will be eligible to apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar seniority.

3. One time per year, on a date established by management, Streetcar O&M Supervisors may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side. Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall be limited to 10% per classification (no less than one Employee). Additional Employees may be allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to Bus positions will be integrated into the next Bus shake up.

- The highest seniority Employee will have first choice of return.
- Employees leaving Streetcar will return to their Bus-Side position with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those Employees who return to Bus positions.

4. Any Employee who fails Streetcar training or Streetcar probation, or returns to Bus in any manner other than through the annual system, shall not be permitted to return to

1 Streetcar for two years, except at management's discretion.

2 **F. Commitment to Streetcar – Streetcar Maintainers**

3 1. Bus-Side Employees who are hired into Streetcar positions commit to no
4 less than one year in Streetcar.

5 2. Streetcar Employees hired before January, 2010, agree not to apply for Rail
6 positions in Link Light Rail. Effective January 1, 2010, all Streetcar Employees will be eligible to
7 apply for Rail positions in the same manner as Bus Employees and with all of their Bus and Streetcar
8 seniority.

9 3. One time per year, on a date established by management, Streetcar
10 Maintainers may declare that they wish to return to Bus positions. Prior to Revenue Service, RAIL
11 and the Union shall identify the shake-up associated with the return of Employees to the Bus-Side.
12 Each year, the number of Streetcar Employees who shall be allowed to return to Bus positions shall
13 be limited to 10% per classification (no less than one Employee). Additional Employees may be
14 allowed to return to Bus at METRO's sole discretion. Those Employees who are eligible to return to
15 Bus positions will be integrated into the next Bus shake up.

16 • The highest seniority Employee will have first choice of return.
17 • Employees leaving Streetcar will return to their Bus-Side position
18 with bus seniority. Time spent in Streetcar positions will count toward Bus seniority for those
19 Employees who return to Bus-Side positions.

20 4. Any Employee who fails Streetcar training or Streetcar probation, or returns
21 to Bus in any manner other than through the annual system, shall not be permitted to return to
22 Streetcar for two years, except at management's discretion.

1 **ARTICLE 7: LAYOFF AND RECALL**

2 ***SECTION 1 – REASON FOR LAYOFF***

3 METRO will not lay off any Employee except due to reduction in service, lack of work, lack
4 of funds, or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days
5 or more in advance in order to allow METRO and the UNION to investigate whether Employees
6 scheduled for layoff may continue to be employed by METRO. If a reduction in the work force
7 should prove unavoidable and provisions cannot be made to retain affected Employees at different
8 job classifications within METRO, then METRO and the UNION will form a relocation task force to
9 seek alternate gainful employment for affected Employees.

10 ***SECTION 2 – METHOD OF REDUCTION***

11 **A.** METRO shall determine the positions to be eliminated. Layoffs shall occur by
12 inverse seniority, within the affected job classification, within the division.

13 **B.** A laid-off Employee who has attained regular status in another job classification
14 may displace a less senior Employee in said classification. A position in the highest paying
15 classification, in which there is a less senior Employee and in which the Employee previously has
16 attained regular status, will be offered, except that an Employee shall not be placed into a
17 classification from which the Employee has demoted or failed to complete the probationary period.
18 For such purpose, seniority shall be calculated to include all time spent in the classification in which
19 the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with
20 higher top step wage rates, in which the Employee had attained regular status.

21 ***SECTION 3 – RECALLING LAID-OFF EMPLOYEES***

22 **A.** An Employee shall be eligible for reinstatement for 24 months following layoff
23 and shall be recalled to service in the order of his/her seniority within a division, and by job
24 classification. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of
25 his/her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing a
26 notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off
27 Employee must notify METRO within 15 days after such reinstatement offer has been mailed by
28 METRO and report for work at the time and place stipulated in the notice.

1 **B.** An Employee, who fails to respond to the reinstatement offer or who fails to report
2 to work when and where notified, shall be deleted from the recall list.

ARTICLE 8: HOLIDAY

SECTION 1 – VEHICLE MAINTENANCE, AND WAY/POWER & SIGNAL

Eligible Employees, except Employees in the classifications of Rail Operator and Rail Supervisor, shall be granted the eleven holidays specified in Section 3, as days off with eight hours pay. An Employee, who is on RDO or vacation on the day of observance, shall receive eight hours AC time. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time at the rate of time and one-half for all time worked.

SECTION 2 – RAIL OPERATORS AND RAIL SUPERVISORS

Eligible Employees in the classifications of Rail Operator and Supervisor shall be granted the eleven holidays specified in Section 3 as days off with eight hours pay. An Employee who is on RDO or vacation on the day of observance shall receive eight hours AC time. An Employee who works on the day of observance, as a part of his/her regular work schedule, will receive eight hours pay for such day and will receive AC time for all time worked, calculated in the method provided in this AGREEMENT for work performed on non-holidays.

SECTION 3 – DAYS OF OBSERVANCE

Each listed holiday shall be observed once each calendar year on the date established by state law or, if there is no such law, on the date established by METRO. When one of the holidays designated below falls on Sunday, the holiday shall be observed on Monday. When one of the holidays designated below falls on Saturday, the holiday shall be observed on Friday.

New Year's Day	Labor Day
Martin Luther King Junior Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

SECTION 4 – PERSONAL HOLIDAY

A. Each Employee may choose one personal holiday per payroll year.

B. RAIL must approve the day selected. The following govern use of the personal holiday:

1. When an Employee has not used his/her personal holiday during a payroll year, the holiday will be converted to eight hours of vacation or ten hours of vacation if he/she is working a regularly picked four forty (4/40) assignment.

2. The personal holiday will be paid upon termination or retirement, provided the Employee has not taken the personal holiday during the payroll year.

3. The personal holiday cannot be taken while an Employee is on leave of absence without pay or on a day for which the Employee would otherwise receive holiday pay.

C. An Employee must complete the initial 90 calendar days of employment before taking a personal holiday, except those Employees from the Bus-Side.

SECTION 5 – SHIFT DIFFERENTIAL

An Employee shall be paid on a holiday at the hourly rate paid for the shift he/she is working.

SECTION 6 – ELIGIBILITY

A. To be eligible for the holiday pay provided for in Sections 1 and 2, the Employee must:

1. Be on the payroll the scheduled workdays immediately before and after the holiday; and;

2. Not have received an unexcused absence on a scheduled workday immediately before or after the holiday.

1 **ARTICLE 9: VACATION**

2 ***SECTION 1 – VACATION ENTITLEMENT***

3 A. Annual paid vacations shall be granted to eligible Employees based upon straight-
4 time hours paid during the preceding payroll year. Vacation accrual credit will be given to
5 Employees for unpaid time off granted by METRO to conduct official UNION business, except as
6 limited by Article 10, Section 3. Employees shall continue to accrue vacation during unpaid leaves
7 of absence up to a maximum of 40 hours during each payroll year.

8 B. Each Employee shall accrue vacation according to the applicable accrual rate, and
9 be subject to applicable maximum biweekly vacation accruals, per Paragraph F.

10 C. The applicable accrual rate for all RAIL Employees will be based upon years of
11 active service since the Employee's most recent date of employment with METRO. RAIL
12 Employees who come from a Full-Time Bus position will retain their vacation accrual date. Part-
13 Time (bus) Operator vacation will be carried over from METRO in the manner historically counted
14 by METRO.

15 D. Active service shall not include unpaid leaves of absence which exceed 30
16 consecutive calendar days.

17 E. Scheduled increases in the accrual rate will begin with the first biweekly pay
18 period following the completion of the necessary years of active service.

F. Vacation Accrual Table

Completed Years of Active Service	Vacation Hours Accrued Per Paid Straight-Time Hour	Maximum Hours Per Biweekly Pay Period Based on 80 Hours	Maximum Hours Accrued Per Year to Be Used in the Following Year	Maximum Days Accrued Per Year To Be Used in the Following Year
0-4	.0385	3.080	80	10
5-9	.0577	4.616	120	15
10-15	.0770	6.160	160	20
16	.0810	6.480	168	21
17	.0847	6.776	176	22
18	.0885	7.080	184	23
19	.0924	7.392	192	24
20	.0962	7.696	200	25
21	.1000	8.000	208	26
22	.1039	8.312	216	27
23	.1077	8.616	224	28
24	.1116	8.928	232	29
25+	.1154	9.232	240	30

G. Each Employee shall be paid for accrued vacation to a maximum of eight hours per day, except as provided elsewhere in this AGREEMENT.

H. An Employee may take any vacation earned in a payroll year, in the next payroll year.

I. An Employee, who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive any vacation pay.

SECTION 2 – SCHEDULING VACATIONS

A. RAIL will arrange with Employees to take their vacations during the calendar year at such time as will minimize the necessity of calling substitutes to carry on regular work. When a holiday that an Employee normally would have received falls within his/her vacation period, such Employee shall use vacation on the holiday and accrue AC time, as provided in Article 8, in lieu of holiday pay. RAIL shall arrange vacations for Employees on such schedules as will least interfere

with the function of RAIL; but which accommodate the desires of the Employees to the greatest degree feasible.

SECTION 3 – SELECTION OF VACATIONS

Selection of vacation shall be by RAIL seniority within the work group the Employee is working.

SECTION 4 – VACATION CARRY OVER

A. Following one full accrual year, an Employee may carry over vacation based on the following schedule:

Completed Calendar Years of Service	Days Allowed To Carry Over Each Year
1 - 4	2
5 - 9	3
10 - 14	4
14 +	5

In addition to the days listed above, an Employee may carry over any fraction of a day. An Employee who desires to carry over vacation time must make his/her request at the time vacations are being scheduled.

B. The number of vacation days carried over shall not exceed the number of annual vacation days for which the Employee is currently eligible.

C. Except as otherwise provided in this AGREEMENT, an Employee desiring to use accumulated carryover vacation which he/she has not picked may use up to two days per year in single day increments with the prior approval of his/her immediate supervisor. All other carryover vacation must be used in blocks of five or more days and must be approved at least 30 days in advance.

D. An Employee may carry over unused vacation time to the next succeeding year when METRO verifies that the Employee has been prevented from using said vacation because of injury, illness or work schedules.

SECTION 5 – VACATION CASH OUT

A RAIL Employee who has accrued more than 80 hours of vacation in a year may elect to cash out a portion of his/her vacation, provided he/she picks a minimum of 80 hours of vacation. Once a year, during the first vacation pick of the year for an Employee's work unit, an Employee may elect to cash out a minimum of eight hours up to a maximum of 60 hours. Employees may elect to receive the cash out payment following the first vacation pick of the year and/or following November 1, provided each payment is at least eight hours.

SECTION 6 – VACATION PAY UPON EMPLOYEE TERMINATION

Upon an Employee's termination or retirement from METRO, he/she shall be paid for all accrued hours remaining in his/her vacation balance.

SECTION 7 – VACATION AFTER MILITARY LEAVE OF ABSENCE

A. An Employee entering active military service will be paid for all accrued vacation.

B. A regular Employee who leaves METRO to enter active military service and who returns to work with METRO within 90 days after satisfactory completion of military service, shall begin accruing vacation at the applicable rate. Time spent on such military leave shall count as active service in determining the applicable accrual rate.

C. An Employee entering active military service will continue to accrue vacation for time spent in military service up to a maximum of one year. Such accrual will be credited to the Employee upon return to METRO from military leave.

SECTION 8 – VACATION – UNION BUSINESS LEAVE

An Employee elected to full-time UNION office, who takes an extended leave of absence under the provisions of Article 10, Section 3, shall be paid for whatever vacation he/she has earned by the effective date of leave before taking such leave. Alternatively, he/she may retain credit for all accumulated vacation, to be used after the leave of absence, in accordance with the procedures contained in Article 10, Section 3. However, should such UNION Officer not resume his/her employment with METRO, he/she will be paid at the rate in effect when the leave of absence began.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***SECTION 1 – GENERAL***

3 The decision to grant an unpaid leave of absence shall be the decision of RAIL, except as
4 limited by this AGREEMENT. Unpaid leaves of absence, not to exceed one year, may be granted, at
5 RAIL's option, for reasons other than those described in this Article. A reasonable amount of
6 compassionate leave will be available to Employees under warranting circumstances as determined
7 by RAIL. Requests must be submitted in writing to an Employee's immediate supervisor before any
8 leave of absence begins. No unpaid leave of absence will be granted to an Employee to accept
9 employment with another employer, except leaves for UNION business or leaves for government
10 service in the public interest. The decision to grant or deny an unpaid leave of absence is not subject
11 to the grievance/arbitration procedures in Article 5.

12 ***SECTION 2 – BEREAVEMENT LEAVE***

13 A. If an Employee's spouse/domestic partner or a child, parent, brother, sister,
14 grandparent, or grandchild of an Employee or his/her spouse/domestic partner dies, such Employee
15 may take two days off with pay for bereavement leave per incident and one additional day off with
16 pay per incident when total travel from the Employee's home to the memorial service and back
17 exceeds 200 miles. Additionally, an Employee may use vacation, AC time and/or up to three days of
18 accrued sick leave for bereavement leave purposes per incident, with the approval of the Employee's
19 supervisor. RAIL may, at its discretion, grant bereavement leave for persons other than those listed
20 above where a close family relationship exists. Use of sick leave for bereavement leave purposes
21 shall not count toward probationary points or as an incidence of sick leave in determining verification
22 requirements as specified in Article 11, Section 1.

23 B. An Employee on bereavement leave will be paid his/her regular rate of pay for
24 days on bereavement leave. Such pay shall be based on the Employee's regular assignment to a
25 maximum of eight hours per day, except as provided in Article 13.

26 ***SECTION 3 – UNION BUSINESS***

27 A. Pay for time granted to an Employee for a leave of absence to conduct UNION
28 business shall be deducted from regular pay on an hourly basis. All provisions of this AGREEMENT

1 relating to benefit costs, accruals and holiday eligibility shall remain in force while an Employee is
2 on UNION business leave to a maximum of 30 calendar days during each calendar year. For UNION
3 business leave in excess of the 30 calendar days, no benefits shall accrue (i.e., vacation and sick
4 leave) and costs of benefit premiums (i.e., medical, dental, optical and disability) shall be the
5 responsibility of the UNION. For purpose of calculating the 30-day limitation, RDOs and holidays
6 shall be included only if the Employee was on UNION business leave the day preceding and the day
7 after the RDO/holiday.

8 **B.** The 30-day limitation for determining payment and accrual of benefits shall not
9 include UNION Executive Board members while attending the regularly scheduled monthly
10 Executive Board meeting, while attending membership meetings, while working on picks, while
11 participating on a UNION negotiating committee or while replacing the full-time UNION Officers
12 during contract negotiations.

13 **C.** All full-time Local 587 UNION Officers, one International UNION Officer and/or
14 one A.F.L.-C.I.O.-elected Officer shall be granted extended leaves of absence from METRO.

15 **D.** If an Employee is granted a leave of absence, he/she will continue to accrue all
16 types of seniority, including vacation seniority, during the effective period.

17 **E.** The UNION agrees to provide METRO with correct lists of all UNION Officers,
18 Stewards, and committee members as soon as practicable after the effective date of this
19 AGREEMENT, and to provide a new and corrected list of same as soon as practicable following any
20 UNION election or appointment.

21 **F.** During days of general UNION election, additional members not to exceed seven
22 shall be granted leave to act as tellers.

23 ***SECTION 4 – JURY DUTY***

24 **A.** Upon receiving notification to report to serve on jury duty, jury panel, or jury test,
25 an Employee shall immediately notify his/her immediate supervisor. If an Employee is used for jury
26 duty and submits proof of report for same, he/she shall receive time off with pay at his/her regular
27 rate of pay for his/her regular assignment, not to exceed eight hours per day for each day served.
28 Compensation received for jury duty must be forwarded to METRO; however, reimbursement for

1 travel expenses may be retained by the Employee.

2 **B.** Any Employee excused from jury duty less than four hours after his/her jury duty
3 reporting time, shall promptly notify his/her immediate supervisor and may be required to report back
4 to work. An Employee also shall have at least twelve hours off between the completion of his/her
5 scheduled day's assignment and reporting back to jury duty. If the Employee must change clothes
6 before reporting to work, the Employee and supervisor shall agree on a reasonable report time.

7 **C.** Except as provided above, no Rail Operator shall be required to report back to
8 work. Such Operator may accept work if work is available.

9 ***SECTION 5 – MILITARY LEAVE***

10 **A.** Any Employee who is called into, or enlists in, the Armed Forces of the United
11 States or its allies, shall be given an unpaid leave of absence in accordance with applicable laws
12 affecting military leave.

13 **B.** Any Employee who is a member of an organized reserve unit of the Armed Forces
14 of the United States shall be granted necessary time off for military training as follows:

15 **1.** An Employee will be granted such paid military training leave per calendar
16 year as is required by law.

17 **2.** The Employee must present his/her orders for active training duty to his/her
18 supervisor prior to taking such leave.

19 **3.** The Employee will be paid for those days he/she normally would be
20 scheduled to work during such leave up to a maximum of eight hours per day.

21 **4.** Employees covered by this Paragraph shall be granted all seniority rights
22 and accruals for vacation and sick leave benefits as provided in this AGREEMENT.

23 ***SECTION 6 – MATERNITY/PATERNITY LEAVE***

24 **A.** Upon request, an Employee shall be granted a maximum of six months unpaid
25 leave of absence, after exhausting all AC and vacation, in conjunction with the birth or legal adoption
26 of his/her child. A request for such leave shall be filed with the Employee's immediate supervisor at
27 least 60 days in advance of the anticipated leave commencement. An Employee on
28 FMLA/KCFMLA leave will continue to have medical, dental and vision benefits premiums paid by

METRO. The Employee may elect to self-pay basic or enhanced Life, Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) insurance coverage during any unpaid leave.

B. A female Employee must report her pregnancy to METRO before the anticipated commencement of leave, and submit a physician's statement indicating the date when the physician expects the Employee will no longer be able to continue the normal duties of her position. Female Employees may continue normal duties until the date specified by the physician. After that date, the sick leave and disability provisions of this AGREEMENT shall apply for the period of disability.

SECTION 7 – FEDERAL FAMILY AND MEDICAL LEAVE ENTITLEMENT

As provided for in the Federal Family and Medical Leave Act of 1993, an eligible Employee may take up to a combined total of twelve weeks of leave for his/her own serious health condition (as defined by the Family Medical Leave Act of 1993), for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member (an Employee's child, spouse, or parent), within a twelve-month period. To be eligible for leave under this section, an Employee must have been employed by King County for twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous or intermittent.

SECTION 8 – KING COUNTY FAMILY MEDICAL LEAVE ENTITLEMENT

An Employee may take up to a combined total of 18 weeks of unpaid leave for his/her own serious health condition (as defined by the King County Personnel Guidelines), or for family reasons as provided for in Section 9 Paragraph A of this Article, within a twelve-month period. To be eligible for leave under this Section, an Employee must have been employed by King County for twelve months or more and have worked a minimum of 1,040 hours in the preceding twelve months. The leave may be continuous (consecutive days or weeks), or intermittent (taken in whole or partial days as needed). Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child by adoption or foster care, an Employee may take leave intermittently or on a reduced leave schedule only if authorized by the Employee's chief/supervisor;

2. An Employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the Employee or family member of the Employee. If this leave is foreseeable based on planned medical treatment, the chief/supervisor or his/her designee may require the Employee to transfer temporarily to an available alternate position for which the Employee is qualified, that has equivalent pay and benefits, and that accommodates recurring periods of leave.

SECTION 9 – LEAVE USAGE

A. Sick leave usage: In addition to those circumstances outlined in Article 11, Section 1, Employees may use sick leave to care for family members provided the following two conditions are met:

1. The Employee has been employed by King County for twelve months or more and has worked a minimum of 1,040 hours in the preceding twelve months.

2. The leave is for one of the following reasons:

a. the family member is the Employee's spouse or domestic partner, the Employee's parent, a parent of the Employee's spouse or domestic partner; provided that the family member has a serious health condition as defined by the King County Personnel Guidelines; or

b. the birth of a child and care of the newborn child, or placement of the child by adoption or foster care; provided the leave is taken within twelve months of the birth, adoption, or placement.

B. Accrued leave usage:

1. When taking leave for his/her own health reasons, an Employee must use all of his/her accrued sick leave and any donated sick leave before taking any unpaid leave. The Employee may use accrued vacation or AC time before going on unpaid status.

2. When taking a leave for family reasons, the Employee must choose at the start of the leave whether the particular leave will be paid or unpaid. When an Employee chooses to take paid leave for family reasons he/she must use all her/his sick leave prior to going on unpaid leave or using vacation or AC time. However, an Employee taking paid leave for family reasons may

1 set aside a reserve of up to 80 hours of accrued sick leave which does not have to be used during the
2 leave for family reasons.

3 **C.** An Employee who has exhausted all of his/her sick leave may use accrued
4 vacation leave and AC time before going on leave of absence without pay, if approved by his/her
5 chief/supervisor, or as provided by state or federal law.

6 **D.** In addition to the leave rights granted by this AGREEMENT, Employees may
7 have additional leave rights as provided by the Washington Family Care Act (RCW 49.12.270) or as
8 otherwise provided by law.

9 ***SECTION 10 – CONCURRENT RUNNING OF LEAVE***

10 Medical leaves as outlined in Sections 6, 7 and 8, along with industrial injury leave shall run
11 concurrently to the extent permitted by law.

12 ***SECTION 11 – WITNESS LEAVE***

13 **A.** Any Employee called as a witness on behalf of METRO during an investigation or
14 trial shall receive regular compensation.

15 **B.** Any Employee who receives a subpoena to testify in a METRO-related case or
16 receives a subpoena for any incident witnessed on duty shall receive regular compensation.

17 **C.** No Employee called as a witness in a METRO-related case by another Employee
18 under investigation for an infraction, during an investigation or trial, shall receive regular
19 compensation.

ARTICLE 11: SICK LEAVE

SECTION 1 – PROCEDURES

A. A regular Employee who is off work due to one of the following reasons shall be eligible for sick leave:

- 1.** The Employee's bona fide illness or non-occupational injury.
- 2.** Supplemental payment for an occupational injury when payments, as specified in Article 12, Section 7, are exhausted.
- 3.** A part-time Employee's occupational injury for up to three calendar days immediately following the injury.
- 4.** To care for the Employee's child if the following conditions are met:
 - a.** The child is under the age of 18.
 - b.** The Employee or the Employee's spouse/domestic partner is the natural parent, stepparent, adoptive parent, legal guardian, foster parent, or other person standing in place of the parent to the child.
 - c.** The Employee's child has a health condition requiring the Employee's personal supervision during the hours of his/her absence from work.
 - d.** The Employee actually attends to the child's care during the absence from work.
- 5.** The care of an Employee's adult family member whose health condition requires the Employee's personal supervision during his/her absence from work.
- 6.** The Employee's personal appointment with a licensed health care provider.

B. Absences for sick leave must be reported at least 30 minutes before the Employee is scheduled to report. An absence reported less than 30 minutes before an Employee is scheduled to report will be considered unexcused and will not be changed to an excused absence unless such Employee can submit verification from a licensed practitioner that he/she or his/her child received medical treatment and the Employee was unable to report the absence as required. Payment will be made only when the Employee, child, or qualifying family member is sick.

C. The ability to work regularly is a requirement of continued employment.

1 **D.** Each Employee who uses paid sick leave, or who takes other time off for a reason
2 permitted by Paragraph A, must sign a sick leave certification form. The form confirms that the
3 Employee's absence is for a reason permitted by Paragraph A, and that the Employee understands use
4 of sick leave in a manner inconsistent with Paragraph A constitutes a falsification of a sick report,
5 which is a major infraction per Article 4, Section 3. A certification will be turned in within five
6 calendar days of the day the Employee returns to work. An Employee who refuses to sign or provide
7 the certification shall receive an unexcused absence for each day or partial day of absence for which
8 there is no signed certification.

9 **E.** Except as follows, medical verifications will no longer be required for absences,
10 and will be replaced by the self-certification program described above. METRO may require medical
11 or, as appropriate, other independent verification whenever:

- 12 1. An Employee is absent for more than five consecutive work days, or
- 13 2. An Employee has insufficient accrued sick leave to cover an absence for a
14 reason permitted by Paragraph A and requests use of AC time, vacation or unpaid leave, or
- 15 3. An Employee has previously been placed on notice of suspected sick leave
16 abuse (which is not grievable), and is thereafter further suspected of sick leave abuse after a
17 reasonable investigation. The assessment of whether a reasonable suspicion exists will depend on all
18 of the facts and circumstances known to the Unit Supervisor responsible for making the decision.
19 Evidence of potential sick leave abuse may include but is not limited to circumstances where an
20 Employee is absent repeatedly, or has absences that precede or follow RDO's, or that follow some
21 other pattern. Verification under this Paragraph may be required for a period up to six months.

22 **F.** An Employee who abuses sick leave may be subject to discipline. In addition to
23 the discipline, such Employee may be required to provide medical verification of all sick leave use
24 for a maximum period of one year from the most recent date of disciplinary action. METRO will not
25 consider approved FMLA/KCFML leaves in assessing discipline.

26 **G.** METRO may, at its discretion, visit or call an Employee at home to verify illness.

27 **H.** When a medical verification is required, it shall be on a medical report acceptable
28 to METRO, from a licensed practitioner, stating that the Employee was unable to perform his/her

1 duties and the date of treatment/hospitalization or that the Employee was required to supervise a sick
2 family member.

3 **I.** For medical appointments, METRO may request that the licensed practitioner's
4 office confirm in writing that the Employee had an appointment. Further medical verification will
5 not be required for a scheduled medical appointment when the Employee has given at least two days
6 notice to his/her immediate supervisor.

7 **J.** Metro's Disability Services Coordinator/designee from METRO Disability
8 Services and the Union President/designee shall immediately review any allegations of arbitrary
9 and/or unfair treatment that are brought to their attention relating to the administration of Paragraph
10 E. In such cases, no verifications shall be required until the review is complete. Furthermore, during
11 January and July (unless otherwise mutually agreed), METRO and the UNION shall convene a
12 special Joint Labor-Management Committee to monitor compliance and evaluate the experience with
13 the new sick leave language contained herein.

14 **K.** Except as provided in Paragraph E.3 and F, a full-time Employee who has at least
15 500 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
16 under the 500-hour threshold as a result of illness/injury and a part-time Employee who has at least
17 250 hours of accrued sick leave shall not be required to obtain a medical verification unless s/he falls
18 under the 250-hour threshold as the result of an illness/injury.

19 ***SECTION 2 – ACCRUAL OF SICK LEAVE***

20 Each Employee, except as specified in this AGREEMENT, shall accrue sick leave at the rate
21 of 0.046 hours for each hour on regular pay status to a maximum of 40 hours per week. No
22 Employee shall be entitled to sick leave with pay during the first 30 days of employment except those
23 from the Bus-Side or as may be provided by the Washington Family Care Act, RCW 49.12.270.
24 There shall be no limit on the amount of sick leave that can be accumulated.

25 ***SECTION 3 – PAYMENT OF SICK LEAVE***

26 **A.** An Employee shall receive sick leave pay only for hours missed from a regular
27 assignment, to a maximum of eight hours at his/her regular straight-time rate per day for each
28 workday absent. A full-time Employee shall receive eight hours sick leave pay for each full day

missed from work, unless his/her accrued sick leave balance is less than eight hours. A full-time Employee working a 4/40 schedule will be paid sick leave in accordance with Article 13, Section 8.

B. No Employee shall be paid sick leave in excess of his/her accrued sick leave.

C. Upon separation from employment as a result of death or service retirement, as defined by the Washington State Public Employee's Retirement System or the City of Seattle Retirement System, an Employee or his/her estate shall be paid 35% of accrued sick leave at the rate of pay in effect at time of separation. An Employee retiring under the City of Seattle Retirement System will have the option of having the legal equivalent of this 35% of accrued sick leave paid toward medical care premiums.

D. No payment will be made to an Employee who leaves METRO for any other reason.

E. An Employee who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive payment for sick leave, except as provided in Article 12, Section 7. An Employee will continue to accrue sick leave on straight-time hours missed, up to a maximum of 90 workdays for each industrial injury.

F. An Employee who is sick on a holiday shall receive holiday pay in lieu of sick leave.

SECTION 4 – USE OF AC TIME

After all accrued sick leave has been exhausted, AC time may be used for an illness when a medical statement, acceptable to METRO, has been submitted verifying that the Employee was unable to perform the duties of his/her position.

SECTION 5 – RESERVE SICK LEAVE

Rail Employees employed with METRO as of November 1, 1977, were credited with a balance of sick leave known as reserve sick leave. Such reserve sick leave may be used only for an illness during which the Rail Employee is hospitalized as an inpatient for at least 24 hours. No sick leave shall be transferred from such reserve account to the active account. All regular sick leave in the active account must be exhausted before sick leave in the reserve account may be used. The provisions of Section 3, Paragraph C shall apply to reserve sick leave.

SECTION 6 – SICK LEAVE DONATIONS

A. Each calendar year, an Employee who has more than 100 hours of sick leave may donate a maximum of 24 hours, in eight-hour increments, to individuals employed by King County. Donated sick leave becomes the property of the recipient. Donated sick leave may not be cashed out by the recipient upon retirement. Sick leave may be donated only to individuals employed by King County who have exhausted sick leave, vacation leave and AC time.

B. A UNION Employee who donates leave to another UNION Employee does so on an hour-for-hour basis, meaning that one hour of donated leave becomes one hour of received leave, regardless of the pay rates of the donor or the recipient.

C. If a UNION Employee donates leave to a King County employee who is not represented by the UNION, the receipt of the leave will be governed by the rules that normally apply to the recipient of the leave. If a King County employee who is not represented by the UNION donates leave to a UNION Employee, then the UNION Employee's receipt of the leave is administered by the terms of this Section.

1 **ARTICLE 12: BENEFITS**

2 ***SECTION 1 – MEDICAL, DENTAL, VISION, LIFE, AND LONG TERM DISABILITY***
3 ***BENEFITS***

4 A. King County presently participates in group medical, dental, vision, life, and long
5 term disability insurance benefit programs. These programs, and the level of METRO premium
6 contribution to these programs is determined by the Labor-Management Insurance Committee. The
7 Committee is comprised of representatives from King County and its labor unions. The Committee's
8 function shall be to review, study and make recommendations relative to existing medical, dental,
9 vision, life, and long term disability insurance programs. King County agrees to continue the Labor-
10 Management Insurance Committee.

11 B. All regular Employees and their dependents will be covered by the medical, dental,
12 vision, life, and long term disability plans developed by the Labor-Management Insurance
13 Committee. METRO agrees to maintain the level of benefits as provided by these plans and pay
14 premiums as described in these programs through 2009. Benefits for 2010 will be the same unless
15 modified by the Labor-Management Insurance Committee, in which case the UNION may negotiate
16 alternative benefits.

17 C. The UNION and METRO agree to incorporate changes to Employee insurance
18 benefits which King County may implement as a result of the agreement of the Labor-Management
19 Insurance Committee referenced in Paragraph A, but otherwise METRO will not make unilateral
20 changes to existing benefits.

21 D. An Employee will be eligible for the insurance benefits on the first calendar day of
22 the month following his or her hire date or the day after his or her qualification date, whichever is the
23 later date. However, if the later date is the first calendar day of the month, the Employee will be
24 eligible for the insurance benefits on that date.

25 E. METRO will hold an open enrollment at least once during each calendar year.
26 Employees will be allowed to make changes in their benefit selections during that open enrollment
27 period.

28 ***SECTION 2 – MEDICAL BENEFITS – RETIREES***

1 Within 60 days of service retirement, a retired Employee with five or more years of
2 consecutive service may continue medical and vision coverage with METRO at the prevailing
3 METRO group rate until age 65 or until he/she becomes eligible for Medicare. Such Employee
4 waives all rights to COBRA coverage.

5 ***SECTION 3 – SHORT-TERM DISABILITY***

6 A short-term disability plan shall be made available to all Employees. Enrollment in the plan
7 is mandatory. Coverage shall begin as set forth in the policy. The Employee shall pay the monthly
8 premium by payroll deduction. METRO shall administer the policy.

9 ***SECTION 4 – ACCIDENTAL DEATH BENEFIT – CRIMINAL ASSAULT***

10 METRO provides, for all Employees, special coverage in the event of a felonious assault.
11 The maximum benefits payable are \$50,000 for death, dismemberment, loss of sight, or permanent
12 total disability, less any amount payable under a group life or accidental death and dismemberment
13 policy.

14 ***SECTION 5 – PERSONAL PROPERTY LOSS BENEFIT***

15 A. Employees shall be reimbursed for loss of certain personal property due to armed
16 robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:

- 17 1. The armed robbery, theft or assault occurs while the Employee is at work;
18 and,
19 2. The property was in the personal possession of the Employee at the time of
20 the theft or robbery or, in the case of Rail Operators, the property was on the train and was not left
21 unattended, except when the Operator was required to leave the driver's compartment to attend to
22 official METRO duties; and,
23 3. The Employee makes a robbery, theft or assault report to the Police
24 Department; and,
25 4. The Employee files a claim with METRO and provides receipted bills to
26 substantiate that replacements have been purchased or repairs made.

27 B. The items covered by this AGREEMENT and the maximum values to be
28 reimbursed are:

Item	Maximum Value
Watch	\$55.00
Uniform clothing	replacement
Wallet	\$25.00
Bag	\$55.00
Purse	\$35.00
Driver's License	replacement
Employee Transit Pass	replacement
Rail Certification Card	replacement

SECTION 6 – TRANSIT PASS

Each current and retired Employee is eligible for an annual transit pass.

SECTION 7 – WORKERS' COMPENSATION – INDUSTRIAL INSURANCE

A. METRO, pursuant to Washington State Industrial Insurance laws (Title 51.RCW), will maintain workers' compensation procedures and payments consistent with all state laws, administrative rules, and guidelines, as promulgated by the State Legislature and Department of Labor and Industries.

B. In addition to benefits accruing to Employees under State Industrial Insurance laws, METRO will maintain a program of supplemental payments for full-time Employees as follows:

1. METRO will provide an amount which, when added to the state prescribed payment and any alternative work wages, maintains the percentage set forth below of the Employee's net pay, based on 80 hours times his/her hourly rate minus any mandatory deductions per pay period. The percentage shall be as follows:

a. For the first 60 workdays missed – 100%.

b. For the next 60 workdays missed – 90%.

c. For the next 140 workdays missed – 80%.

2. Such supplemental payment program will continue for a period not to exceed 260 workdays, or two calendar years from the date of injury, whichever comes first.

3. To determine net take-home pay, the Payroll Section will calculate the

1 Employee's hourly wage at the time of injury times 80 hours minus mandatory deductions.

2 4. A full-time Employee who is otherwise eligible for supplemental payment,
3 but who is not receiving any actual supplemental payment because the total payments he/she is
4 receiving from state-prescribed payments and work wages exceeds the limits in Paragraph 1, shall
5 continue to be benefit eligible.

6 C. To be eligible for METRO's supplemental payments, the Employee must:

7 1. Notify METRO's Workers' Compensation Office if unavailable for more
8 than 24 hours during a Monday through Friday period.

9 2. Notify METRO's Workers' Compensation Office of other employment or
10 compensation received while being paid workers' compensation.

11 3. Be available for medical treatment and/or vocational rehabilitation,
12 consultation, or services.

13 4. Accept alternative work assignments which are offered by METRO and
14 which meet medical restrictions identified by the Employee's physician. METRO shall contact the
15 Employee's physician if identified restrictions require clarification.

16 5. Maintain eligibility for workers' compensation under state regulations.

17 6. When notified at least 48 hours in advance, attend all meetings and
18 independent medical examinations scheduled by METRO concerning the Employee's status or claim,
19 unless other medical treatment conflicts with the METRO appointment and the Employee notifies
20 METRO's Worker's Compensation staff or the Employee's immediate supervisor at least 24 hours
21 prior to such meeting or examination.

22 7. If records indicate two "no shows" for scheduled medical or vocational
23 services, supplemental payments may be terminated, provided such Employee and the UNION are
24 notified seven days in advance.

25 D. An Employee who misses work due to an on-the-job injury will continue to accrue
26 vacation and sick leave on straight-time hours of work missed to a maximum of 90 workdays during
27 each calendar year. One such 90-day accrual will be allowed for each industrial injury.

28 E. If an Employee exhausts supplemental payments, he/she may use sick leave,

vacation leave or AC time in lieu of METRO's supplemental payments, as provided in Paragraph B. If such Employee is working an alternative work assignment, such payments will be at the hourly rate of the alternative work assignment.

F. Each Employee, who files a claim for workers' compensation, will be provided a copy of the rules in this Section.

G. If an Employee is required by METRO to be cleared by the Workers' Compensation Office before returning to work, but he/she is not on pay status or receiving compensation from any source including short-term or long-term disability, such Employee will receive one-half hour of straight-time pay. If a ride check also is required, such Employee will be paid an additional one hour of straight-time pay.

H. METRO is required to recover any overpayment. An Employee, who has received an overpayment, shall repay it in a manner which assures METRO's recovery and does not unnecessarily burden such Employee.

I. An Employee with an open Worker's Compensation claim who is working an alternative work assignment or is working in his/her regular classification at less than full duty must use accrued leave or take approved leave without pay for medical appointments associated with the Employee's claim.

SECTION 8 – LEGAL DEFENSE

Whenever an Employee is named as a defendant in civil action arising out of the performance of the Employee's duties and, such Employee was acting within the scope of employment, METRO shall, consistent with King County Code (KCC) 4.13 et seq., at the written request of such Employee, furnish counsel to represent such Employee to a final determination of the action, without cost to such Employee.

SECTION 9 – COMMERCIAL DRIVERS LICENSE

METRO agrees to pay for Commercial Drivers License (CDL) renewals for all Employees who are required by RAIL to have a CDL.

SECTION 10 – GENERAL CONDITIONS

A. Premiums paid by an Employee shall be deducted in equal installments from the

1 first and second paycheck of every month.

2 **B.** Upon request, METRO will provide available medical usage data regarding
3 Employees to the UNION.

4 **C.** METRO shall not make its monthly contribution for medical, dental, group life
5 insurance, long term disability insurance, or vision care for any Employee who is on leave of absence
6 or other unpaid status for 30 consecutive days or more, except as provided by applicable family
7 medical leave laws or Article 10, Section 3, Paragraph B.

8 ***SECTION 11 – ACCUMULATED COMPENSATORY TIME***

9 **A.** AC time is defined to mean all time earned by an Employee, which may be paid by
10 compensatory time off instead of by cash.

11 **B.** Except as provided in Paragraph C, each Employee may choose to receive AC
12 time instead of cash for all work performed at the overtime rate. An Employee will notify METRO
13 of such choice by filing a METRO form on or before the first day of the pay period affected by the
14 change.

15 **C.** AC time in excess of 80 hours shall be paid in cash at the end of each pay period.

16 **D.** Except as provided elsewhere in this AGREEMENT, and consistent with daily
17 staffing requirements, RAIL will determine the number of Employees allowed to have time off. An
18 Employee may use AC time for a reasonable amount of compassionate leave under warranting
19 circumstances, as determined by RAIL.

20 **E.** By written request, an Employee may cash out any portion of his/her AC bank,
21 provided he/she cashes out at least eight hours. Payment will be made as part of the next possible
22 payroll following METRO's receipt of the request.

23 **F.** No shift differential will be allowed on AC time earned. When AC time is taken or
24 cashed out, it will be paid at the rate of the shift on which the Employee is working.

25 **G.** Bus-Side Employees coming to RAIL may bring a maximum of 40 hours of AC
26 time that they have earned on Bus work to their new employment in RAIL.

27 **H.** During the Start-up Period, RAIL Employees will be limited to accruing a
28 maximum of 40 hours of AC time at any given time.

1 I. METRO and the UNION agree not to use this provision as justification in any
2 future negotiation/arbitration.

3 J. For the Rail Operator classification only, there shall be a guarantee of one time off
4 slot for every 45 Rail Operators normally scheduled to work on that day, rounded to the nearest 45.
5 This slot shall be made available for the use of AC time, personal holiday, or single day vacation.

6 K. For other RAIL classifications, except as provided elsewhere in this
7 AGREEMENT, and consistent with daily staffing requirement, RAIL will determine the number of
8 Employees allowed to have time off. An Employee may use AC time for a reasonable amount of
9 compassionate leave under warranting circumstances, as determined by RAIL.

10 ***SECTION 12 – RETIREMENT ACKNOWLEDGMENT***

11 Upon retirement, METRO will authorize the expenditure of up to \$50 per Employee for the
12 purpose of acknowledging that Employee's service to the citizens of King County. The Employee
13 shall choose the form of acknowledgment from two options: either a celebration, including
14 refreshments, at the worksite or a luncheon with the Employee's immediate supervisor. In addition,
15 each retiring Employee shall receive a METRO bus stop sign with his/her name imprinted on it.

ARTICLE 13: 4/40 ASSIGNMENTS

SECTION 1 – DEFINITION OF 4/40 EMPLOYEES

A. A 4/40 Employee shall be defined as a regular full-time Employee whose assignment is guaranteed a minimum of ten hours straight-time pay per day for four days per week in lieu of eight hours straight-time pay per day for five days per week.

B. An Employee who picks, or is assigned to, regular workweeks consisting of four ten-hour shifts shall be subject to the provisions of this Article, which shall supersede any conflicting provisions elsewhere in this AGREEMENT.

SECTION 2 – REGULAR DAYS OFF

Each 4/40 Employee shall have three RDOs per week, including at least two consecutive days.

SECTION 3 – HOLIDAYS

Each 4/40 Employee shall be granted the same holidays as other Employees in his/her classification. An Employee who is on RDO or vacation on the day of observance, will receive eight hours of AC time at the straight-time rate. An Employee who works on the day of observance, as part of his/her regular work schedule, will receive eight hours AC time at the rate specified in Article 8 plus pay, at the applicable rate, for all time worked. If the day of observance coincides with the Employee's regular day to work, but the Employee is not scheduled to work, the Employee will receive ten hours of holiday pay.

SECTION 4 – PERSONAL HOLIDAY

A 4/40 Employee who chooses a personal holiday will receive ten hours of personal holiday pay.

SECTION 5 – VACATION AND AC TIME

While using accrued vacation or AC time, a 4/40 Employee will be paid a maximum of ten hours per day for each regular workday.

SECTION 6 – BEREAVEMENT LEAVE

A 4/40 Employee on bereavement leave will be paid eight hours bereavement leave plus two hours sick leave for each workday of METRO-approved bereavement leave. A 4/40 Employee who

1 has no sick leave may substitute AC time or vacation, if available. A 4/40 Employee who is granted
2 additional time off in accordance with Article 10, Section 2 will be paid ten hours sick leave, AC
3 time and/or vacation per workday for up to three additional days.

4 ***SECTION 7 – JURY DUTY/MILITARY LEAVE***

5 A 4/40 Employee, who is required to serve on jury duty or military leave, will receive his/her
6 regular rate of pay for ten hours for each workday served on jury duty or military leave, respectively.
7 An Employee may be required to revert to a work schedule of eight hours per day, five days per week
8 for each pay week in which the leave is taken.

9 ***SECTION 8 – SICK LEAVE***

10 A 4/40 Employee on sick leave will be paid a maximum of ten hours at straight-time for each
11 workday absent.

12 ***SECTION 9 – DISABILITY***

13 The weekly disability benefit shall be prorated for a 4/40 Employee on a partial week of
14 disability according to hours normally scheduled to work. For any full weeks of disability, such
15 Employee shall be considered as if he/she is an eight hour per day, five day per week Employee.

16 ***SECTION 10 – OVERTIME***

17 All hours worked in excess of ten hours in the scheduled workday or work on any of the three
18 RDOs shall be paid at the overtime rate of one and one-half times the existing straight-time rate of
19 pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.

20 ***SECTION 11 – SHIFT CHANGE NOTIFICATION***

21 Employees will be provided with a minimum 30-days notice prior to cancellation of a 4/40
22 shift, except in Rail Operations. The availability of 4/40 shifts shall be determined by RAIL.

ARTICLE 14: RATES OF PAY

SECTION 1 – WAGE RATES AND WAGE PROGRESSIONS

A. Effective on the start of the pay period that includes November 1, 2007, the top hourly wage rate for each job classification will be as shown in Exhibit A to this document.

B. Wage progressions are as follows:

1. Except for Rail Supervisors and Rail Supervisors-in-Training, each job classification will have five step increments as follows: first step will be 70% of the top rate of the classification; upon completion of twelve months, the second step will be 80%; upon completion of the next twelve months, the third step will be 90%; upon completion of the next six months, the fourth step will be 95%; and upon completion of the next six months, the fifth step will be 100%. A new hire in the position of Rail Supervisor, Electromechanic, Maintenance Service Center (MSC) Worker, Track and Right of Way (ROW) Maintainer and Signal and Communications Technician may be hired above the first step and up to the top step at METRO's sole discretion. The UNION will be notified of each hire at above entry step.

2. Rail Supervisors-in-Training will have two step increments as follows: first step will be 85% of the top pay rate for the Rail Supervisor classification. Upon completion of six months, the second step will be 90% of the top pay rate for the Rail Supervisor classification. Rail Supervisors will have five step increments as follows: first step will be 90% of the top rate of the classification; upon completion of six months, the second step will be 92.5%; upon completion of the next six months, the third step will be 95%; upon completion of the next six months, the fourth step will be 97.5%; and upon completion of the next six months, the fifth step will be 100%.

C. An Employee who is promoted or upgraded into a classification with a higher top-step hourly rate shall be placed at the lowest step in the salary schedule for the new classification which results in an increase of at least 2.5%. Thereafter, a promoted Employee shall progress to any subsequent wage steps based on completion of the required service periods. Service in the new classification on a temporary upgrade status prior to promotion shall not be counted toward progression on the schedule.

SECTION 2 – COST OF LIVING

1 A. There will be two full percentage cost-of-living adjustments payable on the start of
2 the pay period that includes November 1, 2008, and November 1, 2009.

3 B. All cost-of-living adjustments will be based on the U.S. Department of Labor
4 Consumer Price Index for Urban Wage Earners and Clerical Workers (All Cities figure: 1982-
5 1984=100), or subsequent revisions of this index. These adjustments will be based on the following
6 formula:

$$\frac{\begin{array}{c} \text{(index published for the ending} \\ \text{month of period)} \end{array} - \begin{array}{c} \text{(index published for the} \\ \text{base month of period)} \end{array}}{\begin{array}{c} \text{index published for the base month of period} \end{array}} = \%$$

11
12 C. The adjustments paid on November 1 shall be for the twelve-month period
13 reported in October. The base month for the adjustments paid on November 1 shall be September of
14 the previous year.

15 D. The cost-of-living adjustment for the top step of each job classification shall be
16 90% of the number determined by the formula in Paragraph B times the base wage for such
17 classification and shall be at least 2% and not more than 6%. Such adjustment shall never result in a
18 wage reduction. The base wage for each classification shall increase by at least 3% on the start of the
19 first pay periods that include November 1, 2008, and November 1, 2009. The base wage for each
20 classification for the cost of living adjustments, shall be the top step wage in effect October 1, each
21 year, for that classification. Other steps in the wage progression for each classification will be
22 recalculated according to Section 1, based on the adjusted top step.

23 E. Computations of all wage rates will be carried out to the tenth of a cent (\$.001).
24 Amounts less than five-tenths of a cent (\$.005) will be rounded down to the nearest cent (\$.01); and
25 amounts greater or equal to five-tenths of a cent (\$.005) will be rounded up to the nearest cent (\$.01).

26 **SECTION 3 – WORK OUTSIDE OF CLASSIFICATION**

27 A. All assigned work performed in a higher paid classification will be paid a
28 minimum of two hours at the rate of the higher paid classification. When an Employee is assigned

1 such work for more than two hours up to and including four hours, he/she will be paid at such rate for
2 four hours. When an Employee is assigned such work for more than four hours, he/she will be paid
3 at such rate for eight hours and will be paid at the overtime rate for such classification, if applicable,
4 for time in excess of eight hours.

5 **B.** If an Employee is assigned work in a lower paid classification, such Employee
6 shall not suffer any reduction in wages. However, an Employee who accepts a temporary
7 appointment to a lower paid position shall receive the wage rate for such lower paid position.

8 ***SECTION 4 – FLSA REQUIREMENTS***

9 **A.** All applicable non-overtime premiums received (e.g., spread pay and student pay)
10 will be added into an Employee's total compensation for the calculation of the "regular rate of pay".

11 **B.** A Rover, extra person, or a Relief Rail Supervisor who has his/her RDOs changed,
12 resulting in a workweek of over 40 hours, will be paid overtime for all hours in excess of 40. RAIL
13 will attempt, whenever possible, to provide such Employee with two days off during each scheduled
14 workweek.

15 ***SECTION 5 – DEMOTION***

16 Employees who accept a demotion into a lower paid Bargaining Unit position because of poor
17 health or other compelling reasons, as mutually agreed upon by the parties, will be placed at a salary
18 step within the new position's salary range which most closely matches the Employee's salary in his
19 or her former salary range, but does not exceed the rate of pay received by the Employee in his/her
20 former classification.

1 **ARTICLE 15: FULL-TIME STREETCAR OPERATORS**

2 ***SECTION 1 – DEFINITION OF EMPLOYEES***

3 A. A Full-Time Streetcar Operator shall mean a person employed by METRO on a
4 continuing basis who receives an eight-hour minimum guarantee of straight-time pay per day, not to
5 exceed five days per week, or a ten-hour minimum guarantee of straight-time pay per day not to
6 exceed four days per week, provided he/she has accepted all work assigned as specified in the
7 remainder of this Article. For each regularly scheduled workday or portion thereof on which a Full-
8 Time Streetcar Operator does not perform his/her assignment, he/she shall lose his/her guarantee for
9 that day and he/she shall be paid only for actual time worked, unless otherwise provided in this
10 AGREEMENT. A regularly scheduled workday shall be defined as a day on which an Employee is
11 normally required to work.

12 B. There will be two kinds of Full-Time Streetcar Operators: Regular Streetcar
13 Operators and Extra Board Streetcar Operators. A Regular Streetcar Operator shall mean a Full-
14 Time Streetcar Operator who picks runs as a work assignment for his/her eight or ten-hour guarantee.
15 An Extra Board Streetcar Operator shall mean a Full-Time Streetcar Operator who picks the Extra
16 Board and works as assigned for his/her eight-hour guarantee.

17 C. “Loader” shall refer to an Employee who picks, or is assigned on the Extra Board, the task
18 of selling passage; but who does not drive the conveyance for which the passage is sold. A Streetcar
19 Operator who is assigned to loading duties may be assigned other duties during his/her shift.

20 ***SECTION 2 – FULL-TIME GUARANTEES***

21 A. Full-Time Streetcar Operators will not be required to accept Part-Time Streetcar
22 Operator status.

23 B. All runs will be worked by Streetcar Operators, except as provided elsewhere in
24 this AGREEMENT.

25 C. All vacation reliefs will be worked by Streetcar Operators, except as provided
26 elsewhere in this AGREEMENT.

27 D. The Extra Board will be worked only by Streetcar Operators, except as provided
28 elsewhere in this AGREEMENT.

1 E. Except as provided in Section 9, following the first year of revenue service, O&M
2 Supervisors will be limited to working no more than 120 hours platform time per calendar year.
3 When the total hours worked by O&M Supervisors exceeds three hours platform time on a Streetcar
4 Operator assignment, the total hours worked will be counted towards the 120-hour maximum. For
5 each occurrence when RAIL exceeds the 120-hour threshold, RAIL will pay each Streetcar Operator
6 who worked on the day of the incident one hour of pay at the rate of one and one half times the
7 hourly rate. RAIL agrees to provide the UNION with an accounting monthly or when requested, for
8 the purpose of enforcing this AGREEMENT.

9 F. All Streetcar Operators on their regular work days will be paid straight through on
10 Saturdays, Sunday and modified schedule days.

11 **SECTION 3 – GENERAL CONDITIONS**

12 A. Each Streetcar Operator will sign in for his/her work. When a Streetcar Operator
13 does not sign in on time, the O&M Supervisor on duty will notify the appropriate Streetcar Operator
14 or O&M Supervisor to take the assignment.

15 B. The O&M Supervisor may use his/her judgment as to which employee to use in an
16 emergency.

17 C. Any Streetcar Operator not being relieved when arriving at the relief point will call
18 the O&M Supervisor and inform him/her that no relief Streetcar Operator is present. If the Streetcar
19 Operator does not wish to continue working, he/she shall request to be relieved. RAIL must relieve
20 the Streetcar Operator within one and one-half hours.

21 D. An assignment shall be defined as any work or duties that the Employee is
22 required to perform.

23 E. The cutoff time for calling to be removed from the sick list, and for signing the AC
24 book for time off, is 10:00 a.m. Should a Streetcar Operator report sick after 10:00 a.m., he/she may
25 retain his/her following day's full assignment by calling off the sick list at least one hour prior to the
26 start of the next day's full assignment, or prior to 10:00 a.m., whichever comes first.

27 F. At each pick, a Streetcar Operator may indicate his/her preference regarding
28 training assignments. RAIL will attempt to accommodate a Streetcar Operator's preference when

1 assigning students; however, any Streetcar Operator may be given a training assignment if necessary.
2 Trainees shall drive during all training assignments unless RAIL or the instructing Streetcar Operator
3 determines that safety would be jeopardized.

4 **G.** RAIL shall provide a minimum five-minute scheduled layover after each revenue
5 trip, except when:

- 6 1. The revenue trip is less than 15 minutes long, or
- 7 2. The revenue trip is the last revenue trip before the streetcar returns to the
8 base, or
- 9 3. The revenue trip is live-looped or through-routed, or
- 10 4. The layover has been reduced by mutual agreement of RAIL and the
11 UNION.

12 When circumstances beyond the Streetcar Operator's control result in less than five minutes
13 layover in the previous two hours, the Streetcar Operator shall be entitled to a five-minute layover at
14 the next southern terminal, except on his/her last trip, provided the Streetcar Operator attempts to
15 notify the O&M Supervisor. RAIL agrees to review routes or assignments identified by the UNION
16 as having insufficient layover time.

17 **H.** In order to provide reasonable breaks, RAIL shall schedule at least one 15-minute
18 layover in assignments over five hours in length and an additional 15-minute layover in weekday
19 assignments over eight hours in length. When a Streetcar Operator working an assignment finds it
20 does not provide reasonable break time, the Streetcar Operator should notify RAIL of such by filing a
21 service report. "Length" equals report, travel and platform time, but does not include bonus time.

22 **I.** RAIL guarantees one Streetcar Operator per week (on a date of the Employee's
23 choice) shall be excused from his/her assignment.

24 **J.** Streetcar Operators with previous Bus-Side experience shall be eligible for Bus-
25 Side SIT, provided they satisfy the SIT requirements.

26 **K.** All assignments shall be completed within a maximum 14-hour spread. Such
27 spread will begin with the start time of the first assignment following at least ten continuous hours
28 off.

1 L. When a Streetcar Operator presents a valid medical restriction which prevents
2 operation of the equipment or in the facility of his/her assignment, METRO will work with the
3 UNION to attempt to find a mutually agreeable alternate assignment for the remainder of the shake-
4 up.

5 **SECTION 4 – RUNS**

6 A. There shall be two types of Full-Time Streetcar Operator runs.

7 1. A straight run or “straight” will consist of straight-through work including
8 platform, report, travel time and other duties as assigned (within the Employee’s job classification).

9 2. A run combination or “combo” will consist of two or three pieces of work
10 which are at least seven hours and eleven minutes in total work time, including platform, report,
11 travel time, and other duties as assigned (within the Employee’s job classification), and which are
12 within a spread time of 12-1/2 hours. Combos with more than one split will be paid straight-through
13 for the lesser split. Any combo with a split of 29 minutes or less will be paid straight-through and
14 classified as a straight. Combos which quit after 8:00 p.m. shall be paid straight through.

15 B. At least 75% of all runs Monday through Saturday will be straight through runs.
16 Combos on Saturdays shall be paid straight through. There shall be no combos on Sundays.

17 C. Runs shall be determined by RAIL in accordance with the provisions in this
18 Section. Any portion of a run, or any other service work not meeting the definition of a run, shall be
19 defined as a tripper.

20 D. Any Extra Board Streetcar Operator working a regularly scheduled run shall be
21 paid the regularly scheduled run pay.

22 E. In the event of a vacancy, runs and combos may be broken into trippers on the
23 same day in order to allow RAIL to fill all work.

24 **SECTION 5 – STREETCAR OPERATOR PICKS**

25 A. At pick, seniority for all Streetcar Operators shall prevail in the selection of
26 packaged assignments and RDOs, Extra Board positions, and vacations.

27 B. A system shake-up shall occur three times a year. Shake-ups shall be a minimum
28 of 16 weeks and a maximum of 20 weeks, unless the UNION and RAIL mutually agree otherwise.

1 All established practices and procedures for the Streetcar Operator picks shall be observed through
2 this AGREEMENT. Work assignments will be selected at the pick for the following shake-up
3 period.

4 **C.** Copies of the pick schedule will be posted in the base and in the UNION office at
5 least two weeks prior to the first day of the pick. The UNION will supply RAIL with a signed,
6 certified Streetcar Operator seniority list three weeks prior to the first day of the pick.

7 **D.** A Full-Time Streetcar Operator who wishes to select an assignment must select an
8 assignment according to the seniority list certified for the pick, unless the UNION and RAIL
9 mutually agree otherwise.

10 **E.** RAIL will determine the Regular work assignments and the number of Extra
11 Board positions and Extra Board RDO combinations. Regular work assignments will include five
12 regular work days with an assigned run for each work day and two consecutive RDOs. Four Forty
13 assignments will include four regular workdays with an assigned run for each workday and three
14 consecutive RDOs. Copies of all assignments will be posted in the base six days prior to the start of
15 the assignment selection.

16 **F.** The UNION shall be supplied a copy of the final work assignments to be used for
17 the pick at least two weeks prior to the first day of the pick.

18 **G.** Each Streetcar Operator shall have two consecutive RDOs, or in case of a 4/40
19 Streetcar Operator three consecutive RDOs, in every seven-day period, except when Streetcar
20 Operator shake-ups or move-ups make this impossible.

21 **H.** No Operator will be forced to pick an assignment of runs which would result in
22 less than ten hours off between consecutive workday assignments, or less than 56 hours off on his/her
23 two consecutive RDOs.

24 **I.** The pick will be conducted by guidelines mutually established by the UNION and
25 RAIL. No Streetcar Operator shall be compensated for time spent in the selection process, unless it
26 is during his/her regular work hours.

27 **J.** A Streetcar Operator, who fails to appear at his/her scheduled pick time and who
28 does not notify the UNION of his/her choices via an absentee pick form, shall have an assignment

1 selected for him/her by the UNION representative. The UNION representative shall make an effort
2 to select an assignment comparable to the assignment last selected at a pick. Selections made by the
3 UNION will not be subject to the grievance/arbitration procedure.

4 **K.** Each Streetcar Operator must pick work which is compatible with any existing
5 medical restrictions s/he has on file with METRO. Failure to do so will result in a forfeiture of the
6 Streetcar Operator's daily or assignment guarantee for each day on which the Streetcar Operator has
7 picked an incompatible assignment, unless no work is available within the Streetcar Operator's
8 restriction.

9 **L.** To meet specific service needs, RAIL may identify specific days on which
10 Streetcar service will operate on a schedule different than the regular schedule. Such schedule
11 deviation days may include a change in the hours of service, the frequency of service, and/or the
12 number of cars in service during any portion of the service day. Any day identified by RAIL that
13 will have a schedule deviation will be posted at the pick. Regular Streetcar Operators working their
14 regular workday will pick their assignments by seniority. Regular Streetcar Operators may select
15 from available work, or if posted, may elect to pick the day off with holiday pay. Unassigned work
16 will go to the Extra Board Streetcar Operators scheduled to work that day.

17 **SECTION 6 – MOVE-UPS**

18 **A.** If regular or Extra Board assignments become vacant, less senior Streetcar
19 Operators at the base may request a move-up. A Streetcar Operator who moves up must pick the
20 entire assignment (including RDO combination) of the Streetcar Operator who vacated the
21 assignment. If a Streetcar Operator moves up to an Extra Board assignment, such Streetcar Operator
22 will be placed on the vacated Extra Board position. If new Extra Board RDO combinations become
23 available, Extra Board Streetcar Operators at the base who could not have picked these RDO
24 combinations may choose the new RDO combinations. Streetcar Operator move-ups will be
25 conducted only when they can be implemented at least 28 days prior to a shake-up.

26 **B.** Move-ups will be conducted by Shop Stewards at the affected base at the direction
27 of the UNION. An assignment selected at a move-up via absentee pick will not be subject to the
28 grievance/arbitration procedure.

1 **SECTION 7 – SELECTING VACATIONS**

2 A. Vacations may be split into periods of one or more full weeks. If an Employee's
3 vacation is not evenly divisible into full weeks, the odd number of days must be taken as a block in
4 one period.

5 B. Operators may pick only one prime time vacation per year. METRO shall
6 determine the number of vacations offered in each period. Each year, METRO shall furnish the
7 UNION with a list of vacation periods.

8 C. The UNION shall determine the prime time periods for the following year and
9 inform METRO of their determination in writing in advance of the first day of the fall pick of the
10 current year.

11 D. Future pick and shake-up dates occurring during the vacation periods that
12 Operators can select at the current pick shall be posted in the pick room by METRO.

13 E. After a vacation relief has been assigned to an Extra Board Operator, there shall be
14 no changes in vacation unless agreed upon by the Operator who is assigned the vacation relief.

15 F. An Operator may, with METRO approval, change his/her vacation at the base to a
16 period which he/she did not have the seniority to pick provided the available period(s) are posted at
17 least one week in advance.

18 **SECTION 8 – EXTRA BOARD**

19 A. Extra Board Streetcar Operators shall bid three times a year (with other Streetcar
20 Operators).

21 B. Extra Board Streetcar Operators shall bid for two consecutive RDOs.

22 C. Extra Board Streetcar Operators shall bid on chronological position on the Extra
23 Board ("1" "2" or "3").

24 D. Extra Board Streetcar Operators may exercise their seniority to work regular runs
25 that are vacated due to anticipated Streetcar Operator vacation, illness, or other sustained absence of
26 more than one week.

27 E. At RAIL's discretion, Bus-Side Transit Operators who have been trained as
28 Streetcar Operators may be added to the bottom of the Extra Board.

1 **F.** During a shake-up, any newly hired Streetcar Operators shall be placed at the
2 bottom of the Extra Board. Selection of position shall be by seniority.

3 **G.** All work assigned to an Extra Board Streetcar Operator as part of his/her regular
4 workday assignment will be within a spread of 14 hours except in the case of an emergency.

5 **H.** The Extra Boards shall be posted by 2:00 p.m. No Extra Board assignment will be
6 final until 2:00 p.m. If the Extra Board is not posted by 4:00 p.m., each Extra Board Streetcar
7 Operator who is available the following day will receive one hour of straight time pay, except in case
8 of extreme emergency.

9 **I.** The Extra Board work shall be assigned according to the following rules:

10 **1.** Extra Board Streetcar Operators shall work all assignments as assigned by
11 an O&M Supervisor, including but not limited to runs and portions of runs that are vacated by regular
12 Streetcar Operators, ad-hoc car moves, relief trips, and other duties as assigned within their job
13 description. Assignments may include "Report" time assignments as determined by an O&M
14 Supervisor.

15 **2.** All work shall be assigned to the Extra Board, from the top of the board
16 down, according to quit time, with the earliest quit assigned first.

17 **3.** Quit time of special work shall be estimated by RAIL for the purpose of
18 establishing assignment sequence. There is no guarantee that special work will quit at the estimated
19 time.

20 **4.** If two or more Streetcar Operator assignments quit at the same time, they
21 shall be assigned as follows:

22 **a)** A run will be assigned before a report.

23 **b)** An assignment with more pay will be assigned before an
24 assignment with less pay.

25 **c)** If two assignments pay the same, the assignment with the lesser
26 amount of work including report time and travel time will be assigned first.

27 **d)** If two assignments pay the same and have the same amount of work
28 including report time and travel time, they will be assigned at the discretion of RAIL.

1 5. If the number of Extra Board Operators available for work on a regular
2 workday is greater than the number of available runs, reports and special work which fits the
3 definition of a run, then tripper combinations may be inserted in the assignment sequence according
4 to their quit times. Tripper combinations will be made with trippers, pieces of work and special work
5 under seven hours and eleven minutes at METRO's discretion. Tripper combinations with more than
6 one split will be paid straight-through for the lesser split. Any tripper combination split of 29
7 minutes or less will be paid straight-through.

8 6. If the number of Extra Board Streetcar Operators available for work on a
9 regular workday is less than the number of available runs and special work which fits the definition
10 of a run, then runs may be taken out of the assignment sequence at RAIL's discretion.

11 7. On holidays, a Streetcar Operator left without an assignment shall receive
12 the day off at holiday pay. All Streetcar Operators who request the holiday off via the AC book will
13 be excused before any Streetcar Operator is forced to take the day off.

14 8. Any Extra Board Operator who receives an assignment out of sequence,
15 except as provided for elsewhere in this AGREEMENT, shall receive one hour of straight-time pay,
16 except in case of extreme emergency. Any Operator who receives an overtime assignment out of
17 sequence, except as provided for elsewhere in this AGREEMENT, shall receive pay to equal the
18 assignment he/she should have had or the assignment he/she received, whichever is greater.

19 9. The following provisions shall apply to Extra Board Streetcar Operators
20 who choose vacation reliefs:

21 1) Extra Board Streetcar Operators may request to work the runs of
22 Streetcar Operators who are on vacation, sick leave, industrial injury, disability leave, or unpaid leave
23 of absence of one week or more. Vacant runs may be picked as vacation reliefs until they are filled
24 by a move-up. Streetcar Operators will pick this work by seniority.

25 2) When a vacation relief assignment ends, the Extra Board Streetcar
26 Operator shall revert to his/her regular picked position on the Extra Board without any penalty to
27 RAIL. This Streetcar Operator then becomes eligible for the next available vacation relief, or
28 remainder of an unpicked vacation relief, according to seniority. Such Streetcar Operators shall

1 retain the RDOs of the vacation relief through the remainder of the pay week.

2 3) Extra Board overtime policies remain unchanged.

3 4) An Extra Board Streetcar Operator picking a vacation assignment
4 must work the entire vacation assignment, except as provided in Subparagraph (2).

5 **10.** If an Extra Board Streetcar Operator's normal sequence assignment
6 conflicts with his/her partial absence or non-driving assignment, then such Streetcar Operator will be
7 given an assignment which is not a straight through run. RAIL will attempt to maximize straight
8 time paid work hours for such Streetcar Operators.

9 **J.** No Streetcar Operator's RDO shall be cancelled or changed without the consent of
10 the Streetcar Operator, except in extreme emergency. Each Extra Board Streetcar Operator shall
11 have a minimum of 56 hours off for his/her two consecutive RDOs.

12 **K.** Extra Board Streetcar Operators working a report assignment:

13 **1.** Extra Board Streetcar Operators will be available for a spread of 13 hours
14 and must accept all work according to Extra Board Streetcar Operator work rules set forth in this
15 AGREEMENT.

16 **2.** A Streetcar Operator may voluntarily waive his/her 13-hour spread. A
17 Streetcar Operator may not waive the ten continuous hours off. The maximum spread will be 14
18 hours.

19 **3.** The Streetcar Operator with the earliest first report time gets the first piece
20 of work that is or becomes available within his/her spread, except in cases of emergency. If the
21 assignment is less than eight hours work time, the Streetcar Operator may be assigned additional
22 work within the terms of this AGREEMENT. When assignments have the same quit time, the rules
23 of Section 8, Paragraph I.4 also apply to Streetcar Operators on report. Streetcar Operators on late
24 report follow the last Report Streetcar Operator and the last Streetcar Operator on pass-up.

25 **4.** At the discretion of the O&M Supervisor, assignments that become
26 available for Extra Board Streetcar Operators may be broken up if necessary to keep service in
27 operation.

28 **5.** Work available at the time an Extra Board Streetcar Operator working on

report is released from an a.m. assignment may be assigned at that time for the remainder of the day at the discretion of the O&M Supervisor.

6. No Extra Board Streetcar Operator will be required to work prior to report time.

SECTION 9 – OVERTIME

A. All hours worked in excess of eight hours in the scheduled workday or work on a RDO in the scheduled workweek shall be paid at the overtime rate of one and one-half times the existing straight-time rate of pay for actual overtime hours worked, except where otherwise specified in this AGREEMENT.

B. Any Streetcar Operator working a regular run on his/her RDO shall be paid for eight hours at the overtime rate or for actual overtime hours worked, whichever is greater. A Streetcar Operator who works two separate and complete runs on the same day will be paid such guarantee for each run. A Streetcar Operator assigned overtime on his/her RDO, per Paragraph C.2 and C.4, shall be guaranteed a minimum for the day of two hours and forty minutes pay at the overtime rate.

C. If overtime is available it shall be assigned by seniority with the greatest pay time first, according to the following Streetcar Operator sequence:

1. Extra Board Streetcar Operators on regular workday.
2. Extra Board Streetcar Operators on an RDO.
3. Regular Streetcar Operators on regular workday.
4. Regular Streetcar Operators on an RDO.
5. Extra Board Streetcar Operators on regular workday voluntarily exceeding their 13-hour spread time, except as provided in Section 3, Paragraph K.
6. Available O&M Supervisors shall be offered an opportunity to work Streetcar Operator shifts as overtime assignments by seniority after all overtime opportunities have been offered to Streetcar Operators, as stated above. O&M Supervisors may work assignments on both their regular work days or on their regular days off.
7. Extra Board Streetcar Operators on regular workday forced in inverse order

1 of seniority.

2 **D.** No Streetcar Operator shall be required to work on his/her RDO. No Regular
3 Streetcar Operator shall be assigned overtime work unless he/she volunteers for such work.

4 **E.** Any Streetcar Operator volunteering for overtime shall be required to work the
5 overtime assigned.

6 **F.** An Extra Board Streetcar Operator may request to add or remove overtime
7 availability for regular workdays at the pick or prior to 10:00 a.m. on Friday, to be effective Saturday.
8 Streetcar Operators who remove overtime availability may be assigned overtime only in accordance
9 with Paragraph C.7.

10 **G.** A Regular Streetcar Operator may request to be added to or removed from the
11 overtime list by submitting a request in writing at the pick or prior to 10:00 a.m. on Friday, to be
12 effective Saturday.

13 **H.** During a Streetcar Operator's eight-hour shift, RAIL may require the Streetcar
14 Operator to remain available to continue to perform work within his/her job classification.

15 ***SECTION 10 – SPECIAL ALLOWANCES***

16 **A.** Ten minutes report time shall be paid at the applicable rate.

17 **B.** Thirty minutes straight-time pay shall be paid for the first report of each accident.
18 If a Streetcar Operator is required to fill out a report by the State of Washington or a local police
19 department in addition to his/her regular accident report, an additional 30 minutes straight-time pay
20 shall be paid for filling out that report of the accident. If the Safety Officer approves the first
21 accident report and the Streetcar Operator is called in to fill out an additional report other than those
22 for the State of Washington or local police departments, an additional 30 minutes straight-time pay
23 shall be paid for filling out each additional report. Forty-five minutes straight-time pay shall be paid
24 for the first report of each accident involving a collision with another vehicle in which both vehicles
25 are moving or in any collision with a pedestrian.

26 **C.** The following straight-time premiums shall be paid only when these reports cannot
27 be completed during platform hours. To be paid, a Streetcar Operator must submit complete and
28 accurate reports:

1 1. Incident reports, except those involving Streetcar Operator assaults –10
2 minutes.

3 2. Incident reports involving Streetcar Operator assaults –20 minutes.

4 3. Vandalism reports –5 minutes.

5 4. Found tags – 5 minutes.

6 5. Streetcar Operator Request slips – 5 minutes.

7 6. Safety reports, when requested by a supervisor – 5 minutes.

8 7. Service reports, when requested by a supervisor – 5 minutes.

9 **D.** A Streetcar Operator who is not on report shall be paid a minimum of one hour
10 straight-time pay for a streetcar change.

11 **E.** One hour straight-time pay shall be paid to a Full-Time Streetcar Operator for each
12 day spent instructing a student.

13 **F.** If a Streetcar Operator is working a tripper, extra or Extra Board/Report, and the
14 overtime rate applies, he/she will be paid at the overtime rate or receive the minimum tripper time,
15 whichever is greater.

16 **G.** The minimum time paid, including report and travel time, for regularly scheduled
17 tripper, extra and specials assigned to Streetcar Operators shall be the equivalent of two and one-half
18 hours straight-time pay (one hour forty minutes overtime pay).

19 **H.** An Extra Board Streetcar Operator, who works past a twelve-hour spread on a
20 workday, and who under the provisions of this AGREEMENT would not be paid at the overtime rate,
21 shall be paid spread pay to increase the rate of pay to time and one-half for time in excess of twelve
22 hours.

23 **I.** Each Regular or Extra Board Streetcar Operator, who works a combo or frag
24 having a spread longer than 10-1/2 hours, and who would not be paid at the overtime rate under the
25 provisions of this AGREEMENT, shall be paid spread pay to increase the rate of pay to time and
26 one-half for time in excess of 10-1/2 hours.

27 **J.** Road relief travel time shall be paid at the applicable rate based upon the maximum
28 time required for travel from the base to a relief point during the applicable period of the day.

1 **K.** A Streetcar Operator who is relieved on the road and is directed by METRO to
2 return to the base to submit an accident or incident report or a found item will be paid travel time at
3 the applicable rate.

4 **SECTION 11 – UNIFORMS**

5 **A.** If Streetcar Operators are required to wear uniforms that are different from those
6 of Bus-Side Transit Operators, then upon completion of training and after qualification, a newly hired
7 Streetcar Operator shall be issued four shirts, three pairs of pants/shorts, one sweater and one parka to
8 the extent that these articles of clothing differ from Bus-Side uniforms. Thereafter, the uniform
9 allowance shall be available annually on the Streetcar Operator's anniversary date.

10 **B.** A uniform allowance of twelve times the top step Transit Operator wage rate on
11 January 1 of each year shall be available annually on each Streetcar Operator's qualification date.
12 Bus-Side Transit Operators who move from Bus to Streetcar, will continue to receive their uniform
13 allowance on their original Bus-Side qualification date. The uniform allowance may be used only to
14 purchase authorized uniform items. A Streetcar Operator who does not pick an assignment and who
15 is not required to be in uniform will have his/her uniform allowance for the following year reduced
16 by one-third of the annual allowance for each shake-up on such status.

17 **C.** Uniform allowance balances may be carried over if unused. A Streetcar
18 Operator's accrued allowance may not exceed 25 times the top step Transit Operator wage rate as
19 shown in Exhibit A.

20 **D.** Streetcar Operators are required to be in uniform while on duty. When uniform
21 garments are not available, an out of uniform slip will be given to the Streetcar Operator by the O&M
22 Supervisor before the Streetcar Operator goes on duty. Uniforms shall be worn only to and from
23 work and while on duty.

24 **E.** Footwear designated by RAIL may be purchased with the uniform allowance.
25 Shoes and boots must be plain brown or black leather and, for safety reasons, may not have a heel
26 over two inches high.

27 **F.** All uniform items will be union made, unless mutually agreed between RAIL and
28 the UNION.

SECTION 12 -- RESERVE STAFF FOR STREETCAR OPERATORS

A. RAIL will, as needed, conduct recruitments for Streetcar Operators per relevant hiring provisions in the MEMORANDUM OF AGREEMENT RE: HIRING OF RAIL EMPLOYEES. From the recruitments, RAIL will establish lists of qualified Streetcar Operators for future transfers to Streetcar positions and will train them on the Streetcar. Upon successful completion of Streetcar Operator training, these Bus Transit Operators will be placed on the Streetcar Operator Reserve Staff list.

B. If not immediately needed to fill regular vacancies in Streetcar, Reserve Staff Employees will return to their Bus positions. The Reserve Staff shall remain classified as Bus-Side Employees after their qualifications in Streetcar.

C. During training on Streetcar, Reserve Staff in Bus-Side Transit Operator positions may still work overtime on the Bus-Side.

D. As needed, RAIL will offer temporary Streetcar assignments of two weeks or longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work will only be assigned to Reserve Staff who are available for the entirety of the assignment.

E. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff assignments as they become available. Rail will assign the position to the volunteer with the least amount of previous hours on Reserve Staff assignments. If there are no volunteers, Rail may assign the work to the Reserve Staff Employee with the least amount of previous hours on Reserve Staff assignments.

F. Reserve Staff shall enter the Streetcar classification at the bottom of the Extra Board.

G. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they shall be entitled to keep their Bus-Side RDOs for the duration of the acting assignment; however, the Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more adequately cover staffing needs.

H. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up, the situation shall be considered two separate Streetcar Reserve Staff assignments.

1 **I.** Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-
2 Side for the duration of their assignment to RAIL.

3 **J.** At RAIL's discretion, Employees may be removed from the Reserve Staff for
4 refusing more than one assignment to Streetcar within a period of one year. Employees who are
5 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

6 **K.** Reserve Staff shall be offered regular vacancies in Streetcar as they become
7 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
8 Employees who refuse an offer for a permanent Rail position.

9 **L.** If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall be
10 committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

11 **M.** Reserve Staff Operators who have not accepted a regular Streetcar job maintain
12 their eligibility to apply for positions in Central Link.

ARTICLE 16: STREETCAR MAINTAINER

SECTION 1 – DEFINITION OF EMPLOYEES

A Streetcar Maintainer shall mean a person employed by RAIL on a regular full-time continuing basis in this classification.

SECTION 2 – GENERAL CONDITIONS

A. RAIL shall not adopt time estimates contained in flat-rate books for scheduling or evaluation purposes. METRO work standards are exempted from this provision.

B. When it is necessary to ensure safety, shop trucks will carry an additional qualified Employee. No Employee will be required to perform an unsafe procedure.

SECTION 3 – WORK ASSIGNMENTS

A. The workweek shall consist of five consecutive days, except when an Employee's pick or move-up makes this impossible. Each Employee shall be guaranteed eight hours pay for each regular workday. Each shift will be completed within a continuous eight and one-half hour period, and will include an unpaid one-half hour lunch break and two paid 15-minute rest breaks. Employees who pick a regular schedule consisting of four ten-hour shifts will be governed by the provisions in Article 13.

B. A new Employee shall be assigned by RAIL until the next pick or move-up.

C. Assignment of specific duties on any shift shall be at the discretion of RAIL.

D. For the purposes of the pick and subsequent work assignments, the graveyard shift shall be considered the first shift of the workday; the day shift shall be considered the second; and the swing shift shall be considered the third.

E. Should it become necessary to alter a shift during a shake-up and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation which requires an alteration in the start or quit times of a shift, such Employee may request that RAIL consider their request. METRO will then contact the UNION to review the matter.

F. For holiday work assignments, RAIL will determine the staffing needs for each shift. When RAIL has determined which classifications will be required to work, Employees in those

1 classifications will be offered the holiday assignment in seniority order, first to Employees that are
2 scheduled to work that day as part of their regular work assignment. If after offering the holiday
3 assignment to Employees by seniority who are regularly scheduled to work that day and there are
4 more assignments available, it will then be offered to Employees on their RDO until assignments are
5 filled. Should no Employee accept the holiday assignment it may be assigned by inverse seniority to
6 Employees that are scheduled to work that day as part of their regular work assignment.

7 ***SECTION 4 – PICKS AND MOVE-UPS***

8 **A.** Three times each year, consistent with Operator picks or when a facility opens or
9 closes, or when RAIL schedules a Streetcar pick, the number of Employees required on each shift
10 shall be posted.

11 **B.** At the pick, each Employee listed in Section 1 will be permitted to select shift
12 (when applicable), and his/her two consecutive RDOs. Specific duties within a classification also
13 may be picked to the extent specified by RAIL on the pick sheets. Prior to each pick, the RAIL
14 Manager/designee will meet with the UNION Executive Board Officers for Maintenance and the
15 President/Business Representative/designee to discuss and identify any ongoing or planned special
16 projects that may be appropriate for posting on the pick sheets.

17 **C.** Copies of the pick schedules and shifts will be posted ten days prior to the start of
18 the pick by RAIL. Should any modifications to the pick schedules and shifts occur after the posting,
19 RAIL will notify the UNION before the modification is posted. No changes will be made less than
20 five days prior to the pick.

21 **D.** An Employee shall be compensated for the time spent in the selection process
22 when it is during her/his work hours.

23 **E.** UNION representatives for Maintenance will be present and facilitate the pick.

24 **F.** An Employee, who is unable to attend the pick, can submit an absentee pick form
25 with the RAIL designee, as identified on the pick schedules, indicating his/her work preferences.
26 The RAIL designee must receive this form no less than 24 hours before the pick. Failure to do so
27 will result in the UNION representative picking an assignment for the Employee. The UNION
28 representative shall make an effort to select an assignment comparable to the last picked position

(shift and RDO), not to include any move-ups. Selections made by the UNION will not be subject to the grievance/arbitration procedure.

G. When RAIL determines that an Employee will be unavailable for work for an entire shake-up, that Employee shall not pick a shift. A UNION Executive Board Officer from Maintenance will be notified prior to the pick process. If such Employee returns to work during a shake-up, he/she may return to his/her previous picked position, if such still exists, or to a position as close as possible to the assignment he/she was working previously. RAIL and the Employee may mutually agree to a different assignment, and the UNION will be notified.

H. If a vacant position is to be filled, Employees in that classification at that base may have a move-up. The UNION will be notified and effect the move-up.

SECTION 5 – VACATION SELECTION

A. Vacations will be picked by classification, once each year no later than March 15th.

B. The number of Employees on vacation at any one time shall be regulated by RAIL, except that the number of Streetcar Maintainer vacation positions allowed will be 10% of the classification per each vacation period with a minimum of one. This number will be determined at the time of the annual vacation pick.

C. Vacation may be selected in blocks of one or more full weeks. The selection of vacations by Streetcar Maintainers shall be extended over the entire calendar year. An Employee who takes his/her vacation in two or more blocks shall select the second block of his/her vacation after all Employees in his/her classification have made their first selection; his/her third selection after all Employees in his/her classification have made their second selection; etc., until all blocks of the vacation have been selected. Picked vacation blocks will begin or end with the Employees' RDO.

D. A Streetcar Maintainer may use vacation or accumulated accruals in increments of one or more hours, provided he/she has available vacation or accumulated time and subject to advance approval by his/her supervisor.

SECTION 6 – OVERTIME

1 **A.** All hours worked in excess of eight in the scheduled workday or work on an
2 Employee's RDO shall be paid at the overtime rate of one and one-half times the existing straight-
3 time rate of pay for the classification for actual overtime hours worked.

4 **B.** An overtime assignment of four hours or less will be offered by seniority to
5 qualified Employees who are working the shift preceding or succeeding the shift where the work is to
6 be accomplished and/or performed.

7 **C.** Overtime assignments of more than four hours will be offered, by seniority to
8 qualified Employees, including Employees on their RDO.

9 **D.** An overtime assignment of eight hours will first be offered to qualified Employees
10 who are on their RDO before it is split and offered in smaller pieces.

11 **E.** Should no Employee accept the overtime assignment, it may be assigned by
12 inverse seniority. If the least senior Employee is not qualified or reasonably available, the overtime
13 may be assigned to the next least senior Employee.

14 **F.** An Employee who is scheduled for paid time off, and who is interested in working
15 on the RDOs preceding or succeeding his/her paid time off, must provide written notice to his/her
16 supervisor, who shall sign and date acknowledgement of receipt. Holidays connected to these RDO's
17 also require this notice. For overtime assignment, he/she will be considered in seniority order in
18 accordance with Paragraphs C and D.

19 **G.** Overtime on any shift shall be computed at the rate paid for the Employee's
20 regularly scheduled shift. Overtime on day shift extending into swing shift shall be paid with no
21 hourly shift differential. Overtime on swing shift extending to grave shift shall be paid at the swing
22 shift overtime rate of pay. Overtime on grave shift extending to day shift shall be paid at the grave
23 shift overtime rate of pay.

24 **H.** In the case of an extreme emergency, RAIL can assign overtime work to any
25 qualified Employee. An Employee who works overtime during an extreme emergency shall be
26 limited to a maximum of twelve hours of work during the first day and ten hours of work in any 24-
27 hour period thereafter. In addition, an Employee must have at least one of his/her RDOs in each
28 seven-day period. An Employee may voluntarily waive the time off required in this Paragraph.

I. A Streetcar Maintainer, who has gone home after his/her regular shift and who is called back to work and reports for work, will be guaranteed at least four hours pay at the overtime rate.

J. A Streetcar Maintainer called in before his/her regularly scheduled report time and in conjunction with his/her regular shift will be paid for actual hours worked.

SECTION 7 – SHIFT DIFFERENTIAL

Shift differential will be \$.75 per hour for swing shift and \$1.00 per hour for graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a graveyard shift.

SECTION 8 – SPECIAL BENEFITS

A. A tool allowance shall be provided annually, by separate check, not later than March of each year, to Employees permanently assigned as of January 1st the same year to the classification of Streetcar Maintainer. No Employee may collect more than one tool allowance in a year. The amounts shall be as follows:

Year	Allowance
2008	\$779
2009	\$802
2010	\$826

Employees who receive a tool allowance will be allowed to purchase tools at the discounted rate RAIL receives under its tool contracts, in accordance with procedures established by RAIL. Tools purchased under RAIL's tool contracts are for an Employee's use during regular work hours and are not to be purchased for an Employee's personal use. Tools purchased or replaced using the tool allowance/discount shall be the personal property of the Employee.

B. METRO shall provide tool insurance to those Employees who receive an annual tool allowance. Coverage will be in the amount of \$20,000. Except at the discretion of METRO, no claim shall be honored without evidence of forcible entry, unless a police report has been filed. Each

1 Employee shall have on file with his/her supervisor an up-to-date inventory of tools designating the
2 type, size and manufacturer. METRO shall have the right to inspect the inventory of tools.
3 However, an Employee shall be allowed three days after the inspection to locate any tools which
4 he/she claims are missing.

5 **C.** Each Streetcar Maintainer shall receive his/her choice of coveralls or a clean
6 uniform (pants and shirt) daily.

7 **D.** Any Employee who is required to work in inclement weather or hazardous areas
8 will be provided the necessary safety and/or foul weather gear, which may include, but is not limited
9 to, a rainset, hat and boots. Each Employee is required to wear footgear approved by RAIL. Each
10 Employee shall be entitled to a METRO voucher to be applied toward purchases of footgear (one pair
11 of boots and cushioned inserts as identified in the METRO voucher at time of purchase). The
12 maximum METRO contribution paid by such voucher shall be \$200 per Employee as provided in
13 Paragraph E.

14 **E.** RAIL shall provide and maintain necessary safety clothing, uniforms and
15 equipment. Replacement items will be issued only if the original item is turned in and judged to be
16 in need of replacement.

17 **F.** When an Employee is informed during his/her regular shift that overtime in excess
18 of two hours beyond the end of the regular shift will be required, or when an Employee is called at
19 home to perform work commencing in excess of two hours before his/her shift, RAIL will provide a
20 30-minute unpaid meal period, upon request, or a 15-minute paid break.

21 **G.** Except where modified by historical practice, agreement, or mutual understanding,
22 duties traditionally performed by Employees in the job classification listed in Section 1, will be
23 performed only by Employees working in that classification.

24 **H.** Streetcar Maintainers may use the ten minutes prior to the end of their workday for
25 personal clean-up.

26 **I.** When upgraded to a higher paid classification, an Employee shall be paid at the
27 wage step which provides at least a 10% increase above his/her current rate of pay. However, no
28 upgraded Employee shall be paid more than the top step of the classification to which he/she has

1 been upgraded.

2 J. RAIL will endeavor to provide a secure area at each work location for UNION
3 related materials accessible to all UNION representatives at that location.

4 **SECTION 9 – ATTENDANCE MANAGEMENT**

5 A. RAIL and the UNION recognize that Maintenance duties and functions are time
6 critical and that Employees have the responsibility and obligation to be at work on time each day.
7 Streetcar Maintainers will be subject to the following terms, which supersede any conflicting
8 provisions elsewhere in the AGREEMENT.

9 B. Maintenance will monitor and record attendance using the terms of late occurrence
10 and unexcused absence. No late occurrence or unexcused absence will be issued to Employees that
11 call one-half hour before his/her shift to request unscheduled leave and then are requested to come to
12 work, provided they report to work in a reasonable time. An Employee can use AC time or vacation
13 time to make up lost time.

14 C. A late occurrence (one-tenth to two hours) shall be managed and recorded as
15 follows:

- 16 1. An Employee may complete any time left on his/her shift.
- 17 2. An Employee may work a full eight hours even though this work would
18 continue into the next shift.
- 19 3. An Employee may not use AC time or vacation to make up lost time.
- 20 4. An Employee will be paid for actual hours worked at his/her scheduled rate
21 of pay.

22 5. A late occurrence shall not create an overtime opportunity for the late
23 Employee. No grievances will be filed by other Employees claiming overtime infringements should
24 an Employee elect to work his/her full shift and the time worked extends into another shift.

25 6. Late occurrences will be recorded in a 180-day rolling time frame as
26 follows:

27 1st through 5th occurrence – Employee and supervisor initial the attendance card.

28 6th occurrence – One-day suspension without pay.

7th occurrence – Discharge, treated as a major infraction as defined in Article 4.

D. Unexcused absences (over two hours) shall be managed and recorded as follows:

1. An Employee may complete his/her shift only.

2. An Employee may not use AC time or vacation to supplement their regular shift pay.

3. Such Employee is not eligible for overtime that day.

4. Unexcused absences will be recorded in a twelve-month rolling time frame as follows:

1st and 2nd occurrence – Employee and supervisor initial the attendance card.

3rd occurrence – One day suspension without pay.

4th occurrence – Discharge, treated as a major infraction as defined in Article 4.

E. An occurrence which results in a second one-day suspension within 180 days of the occurrence that resulted in the first suspension shall result in discharge.

F. Extenuating circumstances will be considered. Any request by an Employee to have a late occurrence or unexcused absence removed from the attendance management record must be presented to the immediate supervisor in writing, within five working days of the occurrence.

G. RAIL and the UNION agree to review this Section on an annual basis.

SECTION 10 – MAINTENANCE LABOR-MANAGEMENT RELATIONS

Streetcar Maintenance Employees may participate in the Streetcar Labor-Management Relations Committee as needed.

SECTION 11 – RESERVE STAFF FOR STREETCAR MAINTAINERS

1. RAIL will, as needed, conduct recruitments for Streetcar Maintainers per relevant hiring provisions in the MEMORANDUM OF AGREEMENT RE: HIRING OF RAIL EMPLOYEES. From the recruitments, RAIL will establish lists of qualified Streetcar Maintainers for future transfers to Streetcar positions and will train them on the Streetcar.

2. Once qualified, if not immediately needed to fill regular vacancies in Streetcar, Reserve Staff Employees will return to their Bus-Side positions. The Reserve Staff shall remain classified as Bus-Side Employees after their qualifications in Streetcar.

1 3. As needed, RAIL will offer temporary Streetcar assignments of two weeks or
2 longer to Employees in Reserve Staff in order to fill temporary Rail workforce shortages. Such work
3 will only be assigned to Reserve Staff whom management deems to be reasonably available.

4 4. If the UNION believes that Bus-Side Vehicle Maintenance is unreasonably
5 restricting assignment opportunities to certain Reserve Staff Employees, the UNION may raise
6 concerns to the Bus-Side Manager of Vehicle Maintenance/designee to discuss and attempt to resolve
7 its concerns.

8 5. Reserve Staff Employees will be able to volunteer for Streetcar Reserve Staff
9 assignments as they become available. Rail will assign the position to the volunteer with the least
10 amount of previous hours on Reserve Staff assignments or the most senior Employee as a tie breaker.
11 If there are no volunteers, Rail may assign the work to the Reserve Staff Employee with the least
12 amount of previous experience or to the least senior Employee as a tie breaker.

13 6. Reserve Staff shall enter the Streetcar classification in the open position, following
14 move-ups of the regular staff, if any.

15 7. When Reserve Staff Employees are assigned on a reserve basis to Streetcar, they
16 shall be entitled to keep their Bus-Side RDOs for the duration of the acting assignment; however, the
17 Employee's RDO's may be changed if RAIL and the Employee mutually agree to do so to more
18 adequately cover staffing needs.

19 8. If RAIL needs a Streetcar Reserve Staff Employee beyond the end of a shake-up,
20 the situation shall be considered two separate Streetcar Reserve Staff assignments.

21 9. Once assigned to Streetcar, Reserve Staff may not concurrently work on the Bus-
22 Side for the duration of their assignment to RAIL.

23 10. At RAIL's discretion, Employees may be removed from the Reserve Staff for
24 refusing more than one assignment to Streetcar within a period of one year. Employees who are
25 removed from the Streetcar Reserve Staff may be removed from the existing Streetcar applicant pool.

26 11. Reserve Staff shall be offered regular vacancies in Streetcar as they become
27 available on a seniority basis. RAIL may remove from the Reserve Staff group any Reserve Staff
28 Employees who refuse an offer for a permanent Rail position.

1 **12.** If a Reserve Staff Employee becomes a regular Streetcar Employee, he/she shall
2 be committed to his/her job in Streetcar per the terms of the Rail Labor Agreement.

3 **13.** Reserve Staff Maintainers who have not accepted a regular Streetcar job maintain
4 their eligibility to apply for positions in Central Link.

ARTICLE 17: STREETCAR OPERATIONS & MAINTENANCE (O&M) SUPERVISORS

SECTION 1 – DEFINITION OF EMPLOYEES

An O&M Supervisor shall mean a person employed by RAIL on a regular full-time continuing basis in this classification.

SECTION 2 – MUTUAL RESPONSIBILITIES

The management and direction of the work force, which includes, but is not limited to, assigning work, clarifying all job specifications with regard to duties and setting performance standards with input from Supervisors, is vested exclusively in RAIL, limited only by the stated conditions in this Article. Items not specifically addressed in this Article but covered in the general Articles of this AGREEMENT shall also apply to O&M Supervisors. No changes in existing rights or related conditions shall be made without first negotiating with the UNION.

SECTION 3 – APPOINTMENT OF PERMANENT O&M SUPERVISORS

A. It is RAIL's intention to hire the most qualified METRO ATU Local 587 represented Employees for the position of Streetcar O&M Supervisor. Prior to finalizing the hiring decisions for the initial round of Streetcar O&M Supervisors, RAIL will contact the UNION President/Business Representative in advance of making appointments if a successful candidate: (1) does not come from the ranks of Bus-Side First Line Supervisor or Lead Mechanic; or (2) the outcome of the hiring decisions does not result in an equal number of Bus-Side First Line Supervisors and Lead Mechanics being offered positions. RAIL will discuss with the UNION President/Business Representative the factors that it considered in making these hiring decisions and will afford the UNION President/Business Representative an opportunity to offer alternatives to these hiring outcomes.

B. From time to time RAIL may require additional O&M Supervisors. Candidates for these positions shall be selected from Bus-Side First Line Supervisors and Lead Mechanics; Link Light Rail Supervisors and Electromechanics; and current Streetcar Maintainers and Streetcar Operators. Should no qualified applicant apply for these positions, then RAIL may hire other qualified Employees.

SECTION 4 – PICKS

1 **A.** In the spring and fall of each year or when mutually agreed to by RAIL and the
2 UNION, all shifts required in the job classifications of O&M Supervisor will be posted for a general
3 pick. Copies of schedules and assignments to be picked will be posted at all work sites 14 days prior
4 to the pick. RAIL also will issue each O&M Supervisor, and the UNION, a copy of this information.
5 After the posting, there will be a review period in which changes may be made by RAIL. No
6 changes will be made five days prior to the pick date unless mutually agreed by the UNION and
7 RAIL. Implementation of the spring pick will occur between April 1 and April 15 and
8 implementation of the fall pick will occur between October 1 and October 15. The two general picks
9 will be held unless a special pick has occurred or is scheduled to occur within 45 days of the general
10 pick.

11 **B.** Shifts will be classified as regular and relief. Employees will be permitted to
12 select shifts, RDOs, and vacations in accordance with individual seniority. All shifts will be
13 available for pick according to pick guidelines. Pick guidelines will be reviewed in advance by RAIL
14 and the UNION.

15 **C.** An O&M Supervisor who does not pick must leave, with the UNION, at least four
16 choices of assignments in order of preference. Failure to do so will result in the UNION
17 representative making every effort to select an assignment comparable to the assignment last selected
18 at a pick. Selections made by the UNION will not be subject to the grievance/arbitration procedure.
19 An Employee shall not be compensated for time spent in the pick unless it is during his/her regular
20 working hours.

21 **D.** A UNION representative shall certify the pick.

22 **E.** All O&M Supervisors' shifts, excluding relief shifts, once picked, will not have
23 hours, significant duties, RDOs, or job classification changed during a shake-up without approval of
24 the affected O&M Supervisor(s) and the UNION.

25 **F.** At each pick, O&M Supervisors may volunteer in writing to work over-time.

26 **G.** O&M Supervisors must have a valid CDL with required endorsement, medical
27 certification or waiver at the time of the pick. Licenses and endorsements will be checked at the
28 pick.

1 H. All block assignments shall have ten hours off between consecutive day's
2 assignments. Block assignments may include floating assignments at RAIL's discretion.

3 **SECTION 5 – MOVE-UPS**

4 A. When a vacancy occurs during a shake-up in any O&M Supervisor position, a
5 seniority move-up will be held within 14 days.

6 B. Move-ups may not be requested within eight weeks of the effective date of a
7 shake-up.

8 **SECTION 6 – WORK ASSIGNMENTS**

9 A. All O&M Supervisors shall have regular shifts and relief shifts. All shifts will be
10 available for pick according to the pick guidelines.

11 B. All assignments in the classification of O&M Supervisor shall be completed within
12 a continuous eight-hour period, unless the assignment is designated for an unpaid 30-minute lunch
13 break. Four forty assignments may be considered.

14 C. Regular shifts shall consist of five consecutive days of work (or four days if it is a
15 4/40 assignment) in a workweek, with each workday guaranteed eight hours. Regular shift RDOs
16 shall be two consecutive days (4/40 assignments shall have three consecutive RDOs). All regular
17 shifts in the classifications of O&M Supervisor will be assigned in their entirety unless otherwise
18 approved by the Rail Section Manager. RAIL shall notify the UNION of such cancellations within
19 24 hours or the next business day.

20 D. All Supervisors shall have at least 54 hours scheduled off for their two consecutive
21 RDOs.

22 E. RAIL agrees to assign all special assignments, tasks and projects by giving equal
23 consideration to the O&M Supervisor's education, ability, and experience as it applies to each
24 assignment. Special assignments, tasks and projects will be posted for regular Supervisors to apply
25 for and selection shall be based on the above criteria if the special assignment, task or project is to
26 exist for 30 days or more. If the special assignment, task or project is in excess of 90 days, the
27 special assignment, task or project will be rotated among those O&M Supervisors who applied and
28 who meet the above criteria, provided the rotation does not result in project delay. RAIL also

1 recognizes the need for ongoing optional training programs which will allow O&M Supervisors to
2 become better qualified for their present work assignments or for advancement.

3 **F.** Except where modified by historical practice, agreement or mutual understanding,
4 any work that has been historically or traditionally performed by O&M Supervisors will not be
5 performed by any other Employee or individual.

6 **G.** When a shift remains unfilled within one hour of the start time of the shift and
7 RAIL determines that the shift cannot be cancelled, an O&M Supervisor working a different shift
8 with hours overlapping the vacant shift may be required to fill any portion of the designated shift.
9 The hours worked by the O&M Supervisor cannot be changed more than 30 minutes except by
10 mutual agreement. When determining which O&M Supervisor will fill the shift, RAIL will consider
11 seniority, O&M Supervisor qualification, business requirements and the O&M Supervisor's desire to
12 change work assignments.

13 **H.** Should it become necessary to alter a shift during a shake-up and such alteration
14 imposes a serious hardship on an Employee, or should an Employee have a serious hardship which
15 requires an alteration in the start or quit times, such Employee may request that RAIL and the
16 UNION review the matter.

17 **I.** RAIL will determine the staffing needs for each special event day shift. When
18 RAIL has determined which shifts will be required to work, O&M Supervisors in those
19 classifications will be offered the special event assignment in seniority order, first to O&M
20 Supervisors that are scheduled to work that day as part of their regular work assignments. If after
21 offering the special event assignment to O&M Supervisors by seniority who are regularly scheduled
22 to work that day and there are more assignments available, it will then be offered to O&M
23 Supervisors on their RDO until assignments are filled. Should no O&M Supervisor accept the
24 special event assignment it may be assigned by inverse seniority to O&M Supervisors that are
25 scheduled to work that day as part of their regular assignment. Special event assignments shall be
26 posted at the pick. Other special event service that is not posted at the pick shall be made available
27 through the assignment/overtime process.

28 ***SECTION 7 – SPECIAL ALLOWANCES***

1 A. An O&M Supervisor shall receive two hours straight-time pay for each shift
2 during which he/she instructs a new or nonqualified O&M Supervisor or an O&M Supervisor who
3 requires a refresher or retraining for which RAIL requires a written evaluation. This pay will be
4 contingent on the completion of an evaluation of the trainee's performance.

5 **SECTION 8 – OVERTIME**

6 A. All hours worked in excess of eight hours on a regular workday shall be paid at the
7 overtime rate of one and one-half times the existing straight-time rate of pay for actual hours worked.

8 B. Any work performed on a RDO shall be paid at the overtime rate with minimum
9 pay of four hours. No O&M Supervisor will be required to work on his/her RDO except in an
10 extreme emergency.

11 C. All overtime will be assigned according to guidelines mutually developed and
12 agreed to by RAIL and the UNION, including Streetcar Operator shifts per the Streetcar Operator
13 assignment sequence.

14 **SECTION 9 – VACATION SELECTION**

15 The selection of vacation will follow those guidelines set for vacation selection and accrual in
16 Article 9 with the following exceptions:

17 A. At the spring pick, O&M Supervisors will select vacations in increments of no less
18 than five days in order of O&M Supervisor seniority. After all first choices are filled by seniority,
19 second, third, fourth and fifth choices will be selected in that order by seniority. Appropriately
20 accrued vacation will be used in the selection of these periods.

21 B. The number of O&M Supervisors allowed on vacation during any period shall be
22 at least one. At a point in time at which ten O&M Supervisors are scheduled to pick, RAIL and the
23 UNION will open negotiations to discuss the number of O&M Supervisors who may be allowed on
24 vacation.

25 C. An O&M Supervisor may use his/her current vacation accrual in single-day
26 increments with the approval of his/her immediate supervisor.

27 **SECTION 10 – SPECIAL BENEFITS**

28 A. Upon the approval of RAIL, at least one O&M Supervisor per day shall be

1 allowed to use a personal holiday.

2 **B.** Annually, on the fourth Monday in January, a uniform allowance payable by
3 voucher of twelve times the top step of Bus-Side Service Supervisor wage rate on January 1 of each
4 year shall be available for each O&M Supervisor. The maximum uniform allowance balance which
5 may be carried over into the next year is \$500. The uniform voucher may be used only to purchase
6 authorized uniform items. When an O&M Supervisor needs to replace his/her all-weather parka or
7 jacket due to normal wear and tear, RAIL will issue a voucher for its replacement. In addition to the
8 above allowances, an O&M Supervisor may be reimbursed once each calendar year for one pair of
9 personal work shoes costing up to an amount of six times the top step of Bus-Side First Line
10 Supervisor wage. To receive reimbursement the shoes must meet the current standards of uniform
11 footwear for Supervisors.

12 1. All necessary foul weather gear will be provided by RAIL.

13 2. RAIL will stock tools at the worksite that are necessary for O&M
14 Supervisors to perform their jobs.

15 **SECTION 11 – GENERAL**

16 **A.** All O&M Supervisors will receive hands-on orientation on all Streetcar equipment
17 within 90 days of its use in service. Those O&M Supervisors who are directly involved in the
18 operation/service of the special equipment will receive orientation or training on such equipment.

19 **B.** It is METRO's responsibility that all O&M Supervisors will be trained and
20 certification kept current in first aid, Automated Emergency Defibrillator (AED) and
21 cardiopulmonary resuscitation by an accredited instructor. Training will be paid at the applicable
22 rate of pay.

23 **C.** O&M Supervisors will participate in the Streetcar LMRC as needed.

24 **D.** RAIL and the O&M Supervisors will develop a complete written description of the
25 duties and responsibilities of each shift, to be made available at each pick.

26 **E.** RAIL will determine the number of O&M Supervisors allowed to have time off
27 through layoff book procedures and will accommodate O&M Supervisor requests consistent with
28 daily staffing requirements. Requests for AC days may not be entered into the layoff book more than

1 one calendar month in advance of the day(s) off desired.

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1 **ARTICLE 18: TEMPORARY EMPLOYEES**

2 ***SECTION 1 – DEFINITION***

3 Temporary Employee shall mean a person who is employed for a period of time not to exceed
4 six months. However, Temporary Employees may be used for a maximum period of twelve months
5 if mutually agreed to by METRO and the UNION,

6 Project Temporary Employee shall mean a person who is employed for a period of time
7 expected to exceed 1,040 hours in a rolling twelve-month period but not to exceed two years on a
8 special project.

9 ***SECTION 2 – SELECTION AS A PERMANENT EMPLOYEE***

10 A full-time Temporary Employee or Project Temporary Employee who is selected by
11 METRO for a permanent position in the same classification shall serve a six-month probationary
12 period; however, if the Employee has 90 or more days of continuous temporary employment in the
13 classification at the time of selection, the probationary period shall be reduced to three months.

14 ***SECTION 3 – WAGES AND BENEFITS***

15 A. A Temporary Employee shall be paid for actual hours worked at the current rate in
16 effect for his/her classification and length of service. Such Employee is eligible for overtime pay
17 after working more than eight hours in one day, 40 straight-time hours in one workweek and/or for
18 hours worked on holidays.

19 B. The employment period will count for pay purposes and the service will count for
20 seniority accrual and continuous service credit only during a single period of temporary employment;
21 provided, however, when a Temporary Employee or Project Temporary Employee is laid off by
22 METRO and rehired as a permanent Employee within 30 days, the prior service shall be credited as
23 continuous service for purposes of pay only. Any Employee who voluntarily resigns or is discharged
24 will not be eligible for prior service credit for purposes of pay or benefits if rehired as a permanent,
25 Project Temporary, or Temporary Employee.

26 C. A Temporary Employee with less than 90 days of service is not eligible for any
27 Employee benefits.

28 D. A Temporary Employee who is employed for 90 days or longer continuous service

1 and who works full-time shall be eligible, beginning the first of the month following the 90-day
2 anniversary, for medical, dental and optical benefits; sick leave, holidays and vacation.

3 **E.** A Temporary Employee whose employment is extended beyond 1,040 hours in a
4 rolling twelve-month period shall receive retroactive benefits to the date of hire (based on established
5 start dates of benefits).

6 **F.** A Project Temporary Employee is eligible for benefits from the date of hire (based
7 on established start dates).

8 **G.** Temporary employees will not be used to fill regular career service positions
9 except as provided in Article 3, Section 13.

ARTICLE 19: MODIFICATION PROVISION AND SAVINGS CLAUSE

SECTION 1 – MODIFICATION PROVISION

No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented, or considered a binding modification to this AGREEMENT unless first reduced to writing, identified as such, and signed by the Director of the Department of Transportation/designee and the UNION President/Business Representative/designee.

SECTION 2 – SAVINGS CLAUSE

Should any provision of this AGREEMENT be rendered or declared invalid because of any existing or subsequent legislation or by any court decision, the remaining provisions of this AGREEMENT shall continue in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidated provisions to comply with the law.

EXHIBIT A – JOB CLASSIFICATIONS AND TOP HOURLY WAGE RATES

TITLE

Rail Section

Electromechanic	\$29.85
Facilities Custodian	\$19.34
Facilities Mechanic	\$29.85
Maintenance Service Center Worker	\$26.03
Rail Laborer	\$23.56
Rail Operator	\$26.10
Rail Service Worker	\$24.24
Rail Supervisor	\$32.87
Rail Supervisor (Operations Control Controller)	\$34.51
Signal and Communications Technician	\$32.42
Station Custodian	\$21.31
Track and ROW Maintainer	\$29.85

Streetcar Section

Streetcar Maintainer	\$29.85
Streetcar Operations and Maintenance Supervisor	\$34.51
Streetcar Operator	\$26.10

EXHIBIT B – STATE AND CITY RETIREMENT PLANS

Questions regarding State or City retirement should be directed to METRO's Benefits and Records Office or to the State or City retirement office. The addresses and telephone numbers are as follows:

Department of Retirement Systems
Public Employees Retirement System
P.O. Box 48380
Olympia, WA 98504-8380
(360) 664-7000
(800) 547-6657
www.drs.wa.gov

City Retirement Office
720 Third Avenue, Suite 1000
Seattle, WA 98104
(206) 386-1292
www.seattle.gov/retirement